

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Shirley Taylor-Prakelt, Housing & CD Director (954) 797-1199

PREPARED BY: Shirley Taylor-Prakelt, Housing and Community Development Director

SUBJECT: 2005 CDBG Disaster Recovery Funds

AFFECTED DISTRICT: Town-Wide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A Resolution of the Town of Davie, Florida, authorizing the Mayor to execute Agreements between the Town of Davie and Broward County for various disaster recovery programs and initiatives described herein totaling \$3,309,741, funded with 2005 CDBG Disaster Recovery Funds.

REPORT IN BRIEF: Public Law 109-148, approved on December 30, 2005 allocated funds for the “2005 CDBG Disaster Recovery Initiative” as a result of Hurricane Wilma. The Florida Department of Community Affairs (DCA) is administering this program on behalf of the State of Florida; and, Broward County received \$22,163,887. DCA requires that each County serve as the lead agency in distributing the CDBG Disaster Recovery Funds to those municipalities within their jurisdiction that sustained damage as a result of Hurricane Wilma. On July 26, 2007, by Resolution No. R-2007-197, the Town Council approved the CDBG Consolidated Plan for Federal Funds 2007-2012, which included the descriptions and budgets for Davie’s 2005 Disaster Recovery Programs and Activities totaling \$3,309,741. Now, the Town must enter into an Agreement with Broward County for each activity funded under the 2005 CDBG Disaster Recovery Grant. The County has provided a “boiler-plate agreement” which has been approved by the Broward County Board of County Commissioners for each municipal program or activity funded using Disaster Recovery Grant Funds. Therefore, the attached Resolution will authorize the Mayor to sign Agreements for the following five (5) Davie Programs/Activities:

DAVIE – Mobile Home Repair or Replacement Program- 2006 A
Category: Housing National Objective: LMI, Beneficiaries: 44 LMI, 26 VLI, Total Beneficiaries: 44
Service area: Townwide
Amount Requested: \$1,275,000
Service Delivery: \$153,000

Project Costs \$1,122,000

Other Funding: 0

Repair mobile homes, or if mobile home can not be brought up to code (i.e. wind-storm rated) a new or refurbished mobile home would be purchased to replace the existing unit. The Grant would cover the cost of removal of sub-standard unit, purchase of new unit, and installation. Estimated grant is \$25,000-\$26,000 for an estimated 44 units. Service delivery costs not to exceed 12%, will come from the overall line-item.

DAVIE – Relocation/Rental Assistance Program - 2006 B

Category: Housing, National Objective: LMI, Beneficiaries: 32 LMI, 16VLI, Total Beneficiaries: 32

Service area: Townwide

Amount Requested: \$225,000

Service Delivery \$22,500

Project Costs: \$202,500

Other Funding: \$ 50,000 Case Management & Matching Funds from the Town's Community Endowment and Private Donations

The Town of Davie's Housing and Community Development Office and/or its not-for-profit partner(s), will provide financial assistance in the form of grants for relocation benefits to income-eligible Disaster Victims. One strategy is to provide a grant on behalf of the client, to participating landlords, that includes first/second/last months rent and security. Given the high rental rates, Davie estimates \$6,250 per household for an estimated 32 grants. Service delivery costs of approximately \$703 per case managed (not to exceed 10%), will come from the overall line-item.

DAVIE –Single Family Rehabilitation/Repair Program - 2006 C

Category: Housing, National Objective: LMI, Beneficiaries: 10 LMI, 4LVI, Total Beneficiaries: 10

Service area: Townwide

Amount Requested: \$480,000

Service Delivery: \$57,600

Project Costs: \$422,400

Other Funding: 0

Home repair program targeted at rehabilitation of existing single-family structures (including townhomes and condos) with hurricane resistant materials, e.g. roofing, hurricane shutters, wind-storm rated windows, etc. The units will be brought up to the new building codes and HUD's HQS Standards. Estimated grant is \$42,240 per unit with an estimated 10 units. Service delivery costs not to exceed 12%, will come from the overall line-item.

DAVIE – Purchase Assistance for Mobile Home Owners – 2006 D

Category: Housing, National Objective: LMI, Beneficiaries: 8 LMI, 3 VLI, Total Beneficiaries: 8

Service Area: Townwide

Amount requested: \$540,000

Service Delivery: \$64,800

Project Costs: \$475,200

This program is designed for those existing mobile home owners who do not wish to transition into rental apartments, or have a replacement housing unit put on their lot. Many mobile home occupants impacted by Hurricane Wilma, had damaged units and are seeking other site-built housing opportunities. This program would provide an estimated grant of \$59,400 for down-payment and closing cost assistance, for eight (8) mobile home owners. The service delivery costs, not to exceed 12%, will come from the overall line item.

DAVIE – Generators for Essential Public Facilities – 2006 E

Category: Infrastructure

National Objective: Neighborhood Service Center – LMI (60.23%)

National Objective: Secondary Emergency Operations Center – LMI (58.10%)

National Objective: Secondary Shelter - Pine Island Community Center – LMI (52.28%)

National Objective: Ivanhoe Fire Station #91 – UN

Beneficiaries: See Narratives Below, Total Beneficiaries: See Narratives Below

Service Area: See Narratives Below

Amount Requested: \$789,741

Service Delivery: \$ 0 - Davie Capital Improvements Staff

Other Funds: \$40,000 Davie General Funds for Engineering Services

Project Costs: \$829,741

Neighborhood Service Center - The Neighborhood Service Center One-Stop-Shop is an “Auxiliary Emergency Operations Center” for the distribution of food and food-stuffs, water, MRE’s, blue tarps, etc., both pre-storm and post-disaster. Disaster assistance e.g., direct client-intake services for post-disaster assistance e.g. re-housing services, is performed in partnership with FEMA, SERT, and Broward County, etc. at this site. The Neighborhood Service Center is located in a designated CDBG Target Area at 4700 SW 64 Avenue, in Census Tract 70600, Block 2; and, 71,832 people live within a 2.5 mile radius of which 43,262 (60.23%) are low/mod income.

Secondary Emergency Operations Center – It is imperative that the Town of Davie have a Secondary EOC in the event that the Primary EOC is unable to function for any unforeseen reason. The Secondary EOC contains the Fire Administration Headquarters and Fire Station #38, located at 6901-6905 Orange Drive in Census Tract 70600, Block 1; and, the Town must be in a position to operate at capacity during a storm and in the extended days following a disaster, in order to ensure the health, safety, and welfare of the Town’s residents. This facility serves a 2.5 mile radius containing 68,410 people of which 39,747 (58.10%) are low/mod income; and, it lost power as a result of Hurricane Wilma.

Pine Island Multi-Purpose Center – Following Hurricane Wilma the Town, in conjunction with the American Red Cross, operated an Emergency Shelter for over 31 days; and, given the size limitations of the building, were over-capacity due to the large number of units destroyed. A local church was then employed for the over-flow of

displaced storm victims. With the addition of a generator, the Pine Island Multi-Purpose Center located at 3801 So. Pine Island Road in Census Tract 70206, Block 3, will become the Town's Secondary Housing Shelter. Since Davie has over 23,000 residents living in mobile homes, it is probable that both shelters would be needed following future disasters. Post-Hurricane Wilma, this facility was used as the central distribution center for ice, water, MRE's and blue tarps. There are 66,120 people living within a 2.5 mile radius, of which 34,567 (52.28%) are low/mod income. This facility lost power as a result of Hurricane Wilma.

Ivanhoe Fire Station #91 – Fire Station # 91 located at 6101 SW 148 Avenue in Census Tract 70316, Block Group 1, is a fully-staffed engine company located in the western part of Davie. It is imperative that this facility operate at capacity during a storm and in the extended days following a disaster. There are a total of 55,249 people living within a 2.5 mile radius of the Fire Station, of which 12,635 (22.87%) are low/mod income. This facility lost power as a result of Hurricane Wilma. This activity is qualified as an Urgent Need, since it will alleviate conditions which pose a serious and immediate threat to the health, safety, and welfare of the residents served by this Fire Station.

PREVIOUS ACTIONS: Project Budget/Narratives were approved as part of the Consolidated Plan for Federal Funds 2007-2012 on July 26, 2007 by Resolution R-2007-197.

CONCURRENCES: All local governments developed a Local Mitigation Strategy (LMS) and Housing Assistance Plan. Davie's documents were approved by both the County and State.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: The Town will receive \$3,309,741; and, there is no local match requirement. The Budgets for each Program and activity include a "service delivery" line-item.

RECOMMENDATION(S): Motion to approve Resolution.

Attachment(s): Resolution and Boiler-Plate Agreement.

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA,
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS
BETWEEN THE TOWN OF DAVIE AND BROWARD COUNTY
FOR VARIOUS DISASTER RECOVERY PROGRAMS AND**

**INITIATIVES DESCRIBED HEREIN TOTALING \$3,309,741,
FUNDED WITH 2005 CDBG DISASTER RECOVERY FUNDS.**

WHEREAS, on December 30, 2005, Public Law 109-148, created the 2005 CDBG Disaster Recovery Initiative, as a result of Hurricane Wilma; and

WHEREAS, Broward County will receive a total of \$22,163,887 in 2005 CDBG Disaster Recovery Initiative funds; and

WHEREAS, on July 26, 2007, by Resolution No. R-2007-197, the Town Council adopted the Consolidated Plan for Federal Funds 2007-2012 which included the descriptions and budgets for Davie's Disaster Recovery Programs and Activities; and

WHEREAS, Davie's allocation of \$3,309,741 must be for recovery from the damages caused by Hurricane Wilma; and

WHEREAS, the Town of Davie and Broward County must enter into Agreements for the distribution of the 2005 CDBG Disaster Recovery Funds for each of the Town's Programs and Activities; and

WHEREAS, Broward County has provided a "boiler-plate agreement" which has been approved by the Broward County Board of County Commissioners, a copy of which is attached; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Mayor or his designee is hereby authorized to execute the Agreements between Broward County and the Town of Davie based upon the attached "boiler-plate agreement" for the expenditure of 2005 CDBG Disaster Recovery Funds in the total amount of \$3,309,741 to provide the following assistance to the Town's Hurricane Wilma victims:

DAVIE – Mobile Home Repair or Replacement Program- 2006 A - Repair mobile homes, or if mobile home can not be brought up to code (i.e. wind-storm rated) a new or refurbished mobile home would be purchased to replace the existing unit. The Grant would cover the cost of removal of sub-standard unit, purchase of new unit, and installation. Estimated grant is \$25,000-\$26,000 for an estimated 44 units. Service delivery costs not to exceed 12%, will come from the overall line-item.

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participating landlords, that includes first/second/last months rent and security. Given the high rental rates, Davie estimates \$6,250 per household for an estimated 32 grants. Service delivery costs of approximately \$703 per case managed (not to exceed 10%), will come from the overall line-item.

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SECTION 2. The Town's Director of Housing and Community Development is hereby authorized to act on behalf of the Town in all matters related to the 2005 CDBG Disaster Recovery Funds implementation and expenditure process, to prepare all necessary documents, plans, program guidelines and activities, etc., necessary for the disaster recovery housing initiatives.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____,
2007.

—

MAYOR/COUNCIL MEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

2005 CDBG DISASTER RECOVERY INITIATIVE GOVERNMENTAL ENTITY FORM

A G R E E M E N T

Between

BROWARD COUNTY

and

for

IN THE AMOUNT OF \$

PROVIDING FOR FUNDING AND ADMINISTRATION OF
2005 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
INITIATIVE FROM THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

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ATTACHMENTS

(FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS DOCUMENTS)

ATTACHMENT "A"	PROGRAM BUDGET AND SCOPE OF WORK/PROJECT DESCRIPTION
ATTACHMENT "B"	PROJECT WORK PLAN
ATTACHMENT "C"	RULE NO: 9BER06-1 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY FUNDING
ATTACHMENT "D"	FEDERALLY-FUNDED 2005 DISASTER RECOVERY SUBGRANT AGREEMENT BETWEEN BROWARD COUNTY AND THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (Excluding Attachments A & B for Non-applicable Service Areas)
ATTACHMENT "E"	QUARTERLY STATUS REPORT, FLORIDA CDBG DISASTER RECOVERY PROGRAM
ATTACHMENT "F"	CONTRACTUAL OBLIGATION AND MBE REPORT (07.02), FLORIDA CDBG DISASTER RECOVERY PROGRAM
ATTACHMENT "G"	ADMINISTRATIVE CLOSEOUT PACKAGE

EXHIBITS
(MUNICIPAL AND BROWARD COUNTY DOCUMENTS)

EXHIBIT "A"	LOCAL HOUSING ASSISTANCE PLAN (LHAP _____)
EXHIBIT "B"	BROWARD COUNTY DOCUMENT REFERRED TO AS H.U.D. BOILER PLATE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS, CAPITAL CONSTRUCTION PROJECTS, 2005 CDBG DISASTER RECOVERY INITIATIVE
EXHIBIT "C"	TIME FRAMES FOR REPORTING REQUIREMENTS
EXHIBIT "D"	MONTHLY PROGRESS REPORT
EXHIBIT "E"	MUNICIPAL SUBRECIPIENT'S REQUEST FOR PAYMENT

AGREEMENT

Between

BROWARD COUNTY

and

for

IN THE AMOUNT OF \$

PROVIDING FOR FUNDING AND ADMINISTRATION OF
2005 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
INITIATIVE FROM THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

This is an Agreement between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY SUBGRANTEE," through its Board of County Commissioners,

AND

_____, a municipal corporation of the State of Florida, its successors in interest, hereinafter referred to as "MUNICIPAL SUBRECIPIENT."

W I T N E S S E T H, that, for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY SUBGRANTEE and MUNICIPAL SUBRECIPIENT agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 Assurances: means those assurances made by MUNICIPAL SUBRECIPIENT to COUNTY SUBGRANTEE as specifically set forth in this Agreement.
- 1.2 Broward County Community Development Block Grant Program or Program: means the Community Development Program applied for by Broward County and awarded by the United States Department of Housing and Urban Development as authorized pursuant to Title I, Housing and Community Development Act of 1974, Public Law 93-383, as amended.
- 1.3 CDBG Funds: means the Community Development Block Grant Funds; the monies given to MUNICIPAL SUBRECIPIENT pursuant to the terms of this Agreement.
- 1.4 CDBG/DRI Funds: means Community Development Block Grant Disaster Recovery Initiative Funds; the monies given to MUNICIPAL SUBRECIPIENT pursuant to the terms of this Agreement.
- 1.5 COUNTY SUBGRANTEE: means Broward County, Florida, a political subdivision of the State of Florida.
- 1.6 Davis-Bacon: means the prevailing wage rate as determined by the Secretary of Labor to be paid laborers and mechanics working on projects of Two Thousand Dollars (\$2,000.00) or more.
- 1.7 DCA: means the Florida Department of Community Affairs.
- 1.8 Division: means the Housing and Community Development Division of Broward County.
- 1.9 H.U.D.: means the United States Department of Housing and Urban Development.
- 1.10 MUNICIPAL SUBRECIPIENT: means _____, a municipality as Municipal Subrecipient for the Project described in this Agreement.
- 1.11 Project: means the Project(s) set forth in Article 3 hereof, and Attachment "A" entitled Program Budget and Scope of Work/Project Description.
- 1.12 Rule of DCA, Division of Housing and Community Development: means Rule No: 9BER06-1 F.A.C. "Community Development Block Grant Disaster Recovery Funding, a copy of which is Attachment "C".

- 1.13 Rules and Regulations of H.U.D.: means 24 C.F.R. Part 570, "Community Development Block Grant Regulations"; 24 C.F.R. Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Government"; OMB Circular A-87, "Cost Principles for State and Local Governments"; OMB Circular A-133, "Audits of State and Local Governments"; copies of which are incorporated herein by reference.
- 1.14 Rules and Regulations of H.U.D. Involving Waivers and Alternative Requirements: means those waivers and alternative requirements applicable to the CDBG Disaster Recovery Grant to the State of Florida, as published in the Federal Register, Vol. 71, No. 168 (August 30, 2006) [Docket No. FR-501-N-06]

ARTICLE 2 - PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Title I of the Housing and Community Development Act of 1974, P.L. 93-383, consolidated several existing categorical programs for community development into a single program of Community Development Block Grants ("CDBG") for the purpose of allowing local discretion as to the determination of needs and priorities for a community development program. The needs and priorities of community development in Broward County were determined through consultation with representatives of the community participating in the Broward County Community Development Block Grant Program.
- 2.1.1 The State of Florida is prioritizing housing recovery within this CDBG funding, and the allocation methodology is based on a scoring process using FEMA housing damage estimates, and targets funding to the "hardest hit" areas. The DCA coordinated with the Housing Finance Corporation and the Governor's Office to compile damage assessment data relating to Hurricane Wilma.

Directing funding to the "hardest hit" areas ensures that counties with the greatest disaster recovery housing needs are targeted for funding in amounts adequate to make a significant impact on the severity of local

circumstances. The scoring mechanism has taken four (4) indicators into consideration: 1) Percentage of units damaged in each County (based on verified FEMA inspections); 2) Percentage of the state total of destroyed units in each County (again, based on verified FEMA inspections); 3) Percentage of a County damaged units attributed to households with incomes up to \$30,000, to measure level of low income need; and 4) Percentage of the State's total temporary units that were placed in each County.

- 2.2 Pursuant to Rule No: 9BER06-1 F.A.C. "Community Development Block Grant Disaster Recovery Funding and 24 C.F.R. 570.200(a) and 570.301 of the Rules and Regulations of H.U.D., including the Waivers and Alternative Requirements as stated in Section 1.13 of this Agreement, the Project was included in the Broward County Community Development Block Grant Program submission to DCA. It was determined that the proposals funded under this Project will address one (1) or more of the following three (3) national objectives:

- 2.2.1 Activities benefiting Low and Moderate (L/M) Income Persons are the following:

- a) L/M Income Area Benefit Activities;
- b) L/M Income Limited Clientele Activities;
- c) L/M Income Housing Activities; and
- d) L/M Income Job Creation or Retention Activities.

- 2.2.2 Activities which aid in the Prevention or Elimination of Slums or Blight are:

- a) Addressing Slums or Blight on an Area Basis; and
- b) Addressing Slums or Blight on a Spot Basis.

- 2.2.3 Activities designed to meet Urgent Needs are: Activities designed to meet community development needs having a particular urgency if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious threat to the health or welfare of the community, are of recent origin, the recipient is unable to finance the activity on its own, and that other sources of funding are not available.

2.3 Under the Rules and Regulations of H.U.D. and the State of Florida, COUNTY SUBGRANTEE is the administrator for the Program and COUNTY SUBGRANTEE is mandated to comply with various statutes, rules and regulations of the United States and the Rules and Regulations of H.U.D. and the DCA, as to the allocation and expenditure of funds as well as protecting the interests of certain classes of individuals who reside in Broward County, Florida.

2.4 COUNTY SUBGRANTEE is mandated by H.U.D. and the State of Florida to conduct all programs and activities relating to housing and community development in a manner which will affirmatively further fair housing. COUNTY SUBGRANTEE will fund only those Municipal Subrecipients who have taken steps to promote fair housing.

2.4.1 MUNICIPAL SUBRECIPIENT agrees that the below referenced Local Housing Assistance Plan (LHAP) was in use in its jurisdiction as of the submission date of the Broward County Subgrant Application to DCA for CDBG/DRI funding, a copy of which is Exhibit "A". Any subsequent approved amendments to the LHAP required to adequately comply with the Housing Assistance Plan requirements of the 2005 CDBG Disaster Recovery Initiative, are incorporated herein by reference. Copies of these amendments must be submitted to COUNTY SUBGRANTEE.

☐ check if Municipal LHAP is applicable

☐ check if County LHAP is applicable

2.5 COUNTY SUBGRANTEE is desirous of disbursing the funds to MUNICIPAL SUBRECIPIENT. However, as administrator for the Program, COUNTY SUBGRANTEE has obtained assurances from MUNICIPAL SUBRECIPIENT that it will comply with the statutes, rules and regulations of the United States, the Rules and Regulations of H.U.D., the State of Florida including but not limited to the terms and conditions outlined in Rule No: 9BER06-1 F.A.C., a copy of which is Attachment "C," and the Federally –Funded 2005 Disaster Recovery Subgrant Agreement between Broward County and DCA, a copy of which is Attachment "D," and applicable codes and regulations of COUNTY SUBGRANTEE relating to the Project and the Program, including H.U.D. Boiler Plate For Community Development Block Grant Projects, Capital Construction Projects, 2005 CDBG Disaster Recovery Initiative, a copy of which is Exhibit "B," as well as Chapter 287, Florida Statutes and Chapter 21 of the Administrative Code for Broward County regarding procurement requirements, as a condition precedent to the release of such funds to MUNICIPAL SUBRECIPIENT.

- 2.6 Any MUNICIPAL SUBRECIPIENT found to be taking actions designed to discourage affordable housing for sale or rent within the confines of Broward County is not eligible to receive CDBG Disaster Recovery Initiative Funds.
- 2.7 This Agreement is subject to the availability of funds as more specifically described in Articles 4 and 9 hereof.

ARTICLE 3 - PROJECT

- 3.1 MUNICIPAL SUBRECIPIENT agrees to provide and implement the following eligible Project:

This Project was submitted and approved in the Community Development Block Grant Disaster Recovery Initiative Funding process. Such Project is more specifically described and set forth in Attachment "A," attached hereto and made a part hereof. If this Project is to be constructed, provided, located, or implemented on MUNICIPAL SUBRECIPIENT's property, MUNICIPAL SUBRECIPIENT shall assume all liability for same upon completion of the Project.

- 3.2 MUNICIPAL SUBRECIPIENT agrees to implement the Project and comply with the Project Work Plan set forth in Attachment "B," attached hereto and made a part hereof. Failure to maintain the implementation schedule within ninety (90) days of the deadlines identified in Attachment "B," may warrant a full review by the Division's staff to meet H.U.D.'s and the State of Florida's required time frames for the Community Development Block Grant Disaster Recovery Initiative Program. Such referral may be the first step toward possible recapturing of funds. Failure to maintain the implementation schedule within one hundred and twenty (120) days of the deadlines may be cause for a recommendation from the Division that all uncommitted and unexpended funds be transferred to the contingency account.
- 3.3 All specifications and plans prepared or to be used for the Project shall be certified and approved by MUNICIPAL SUBRECIPIENT and submitted to the Division for approval prior to advertisement or implementation as applicable.
- 3.4 The Division may issue a Stop Order to MUNICIPAL SUBRECIPIENT which shall halt all work on the Project in the event that the work is not being done according to specifications or when, in the Division Director's judgment, MUNICIPAL SUBRECIPIENT or its contractor have violated federal guidelines and

regulations, the Assurances contained in Article 6, or the provisions of this Agreement.

- 3.5 MUNICIPAL SUBRECIPIENT agrees that the Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. The continuation of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to Project(s) scheduling, budgets, in-kind contributions and output measures. Upon request, MUNICIPAL SUBRECIPIENT agrees to furnish to the Division Director, COUNTY SUBGRANTEE or their designees, such records and information, including copies and/or transcriptions, as is determined necessary by the Division Director or COUNTY SUBGRANTEE. MUNICIPAL SUBRECIPIENT shall submit on a monthly and quarterly basis, and at other times upon the request of the Division Director, information and status reports required by Division, COUNTY SUBGRANTEE, DCA or H.U.D. on forms approved by the Division Director.

☐ check if Section 3.6 is applicable. If not, skip to Section 3.16.

- 3.6 If MUNICIPAL SUBRECIPIENT's Project involves any construction, renovation or remodeling and design professionals and/or contractors will be hired to complete the Project, the following shall apply:

- 3.6.1 MUNICIPAL SUBRECIPIENT shall provide COUNTY SUBGRANTEE with a copy of all contracts and correspondence between MUNICIPAL SUBRECIPIENT and any design professionals to complete the Project. The design professional's service shall include civil, structural, mechanical and electrical engineering and architectural services, as applicable for the Project, including all necessary, incidental and related activities and services required by the Project's scope and contemplated in the professional's level of effort.
- 3.6.2 MUNICIPAL SUBRECIPIENT shall provide COUNTY SUBGRANTEE with a copy of all contracts and correspondence between MUNICIPAL SUBRECIPIENT and any contractors to complete the Project. The contractor's service shall include, but not be limited to, labor, materials, equipment and other services necessary to perform all of the work described in the Contract Documents for the construction of the Project in accordance with the requirements and provisions of the codes as defined by plan review incident to permitting. The Scope of Work also includes all Project site preparations (pre-inspection, examination; tests and borings, and discovery of the site conditions and other similar activities.

3.6.3 COUNTY SUBGRANTEE shall reimburse MUNICIPAL SUBRECIPIENT for its design expenditures upon completion of each design phase more particularly described in the Project Work Plan, which shall include, but not be limited to, Schematic Design, Design Development and Contract Documents. At the conclusion of each phase, MUNICIPAL SUBRECIPIENT shall provide the associated deliverable and shall submit an invoice for payment:

a) Schematic Design

The design professional shall prepare and submit for approval by the Division Director, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Additionally, the design professional shall submit a written Statement of Probable Construction Cost based on current area, volume or other unit costs. The design professional must research all applicable codes, ordinances, rules, regulations and requirements of governmental authorities having jurisdiction over the Project.

b) Design Development

The design professional shall prepare the Design Development Documents consisting of drawings and other documents describing the size and character of the entire Project, including architectural, structural, mechanical, and electrical systems, materials and such other essentials as may be appropriate. The design professional shall consider the availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements and energy conservation.

The Design Development Documents shall consist of, but not be limited to, the following:

1. Expansion of the architectural, structural, mechanical and electrical Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through appropriate: Plans, sections and elevations, typical construction details; three dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and

dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;

2. Development scheduling services consisting of reviewing and updating previously established schedules; and
3. Written Statement of Probable Construction Cost consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost.

c) Contract Documents

The design professional shall prepare from the approved Design Development Documents the working drawings and specifications setting forth in detail and prescribing the work to be done, the materials, quality of work, finishes and equipment required for the architectural, structural, mechanical and electrical work and the necessary bidding information (collectively referred to as the "Contract Documents"). The design professional shall, in the preparation of the drawings and specifications, take into account all prevailing codes and regulations governing construction in Broward County. Work tasks to accomplish this include but are not limited to the following: prepare drawings and specifications for construction; update and revise the Probable Construction Costs.

The Contract Documents shall be sufficiently complete and include sufficient detail to permit issuance of a building permit and responsive bids obtained.

3.6.4 MUNICIPAL SUBRECIPIENT agrees to comply and adhere to any and all procurement requirements and documents required of COUNTY SUBGRANTEE as stated in Attachment "C" of the Federally-Funded 2005 Disaster Recovery Subgrant Agreement between Broward County and the Florida Department of Community Affairs, as well as Chapter 287, Florida Statutes and Chapter 21 of the Administrative Code for Broward County regarding procurement requirements.

3.7 No construction work may be undertaken by MUNICIPAL SUBRECIPIENT without written authorization from the Division prior to issuance of COUNTY SUBGRANTEE's Notice to Incur Costs.

- 3.8 All change orders must receive prior written approval from the Division.
- 3.9 At the completion of each Project, "as-built" drawings, when necessary, shall be submitted to the Division for approval prior to final payment.
- 3.10 COUNTY SUBGRANTEE shall reimburse MUNICIPAL SUBRECIPIENT for its construction expenditures pursuant to the Project Schedule, which shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Project. The contractor shall plan, record, and update, at least monthly, the Project's construction schedule.
- 3.11 At no time shall COUNTY SUBGRANTEE distribute grant funding where MUNICIPAL SUBRECIPIENT has not provided the required deliverable.
- 3.12 In the event MUNICIPAL SUBRECIPIENT is unable to complete the Project because of delays resulting from untimely review by COUNTY SUBGRANTEE or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of MUNICIPAL SUBRECIPIENT, COUNTY SUBGRANTEE shall grant a reasonable extension of time for completion of the services without additional funding. It shall be MUNICIPAL SUBRECIPIENT's responsibility to notify COUNTY SUBGRANTEE promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY SUBGRANTEE of all facts and details related to the delay.
- 3.13 MUNICIPAL SUBRECIPIENT shall submit invoices for reimbursement of construction expenditures which are identified by the specific project number in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to that phase. The invoice shall show a summary of fees with accrual of the total and credits for portions paid previously.
- 3.14 COUNTY SUBGRANTEE shall pay MUNICIPAL SUBRECIPIENT within thirty (30) calendar days from receipt of MUNICIPAL SUBRECIPIENT's invoice for reimbursement of construction expenditures, as defined by COUNTY SUBGRANTEE's Prompt Payment Ordinance, ninety percent (90%) of the total shown to be due on such invoice. When the services to be performed on each phase of the Project are fifty percent (50%) complete and upon written request by MUNICIPAL SUBRECIPIENT, COUNTY SUBGRANTEE shall assess whether the Project is progressing in a satisfactory manner, in its sole discretion, and may

authorize that subsequent payments for each phase may be increased to ninety-five percent (95%) of the total shown to be due on subsequent statements.

- 3.15 Upon MUNICIPAL SUBRECIPIENT's satisfactory completion of each construction phase and after COUNTY SUBGRANTEE's review and approval, COUNTY SUBGRANTEE shall remit to MUNICIPAL SUBRECIPIENT the ten percent (10%) or five percent (5%) portion of the amounts previously withheld. Final payment for the Project may be approved by the Director of the Broward County Purchasing Division.
- 3.16 MUNICIPAL SUBRECIPIENT agrees to meet with COUNTY SUBGRANTEE at reasonable times and with reasonable notice to discuss the Project.
- 3.17 MUNICIPAL SUBRECIPIENT shall meet or exceed the standards described in the Project Description attached hereto as Attachment "A," if applicable, and all applicable codes, ordinances, statutes and any other regulations imposed by any regulatory body or authority governing the design and construction.
- 3.18 Time is of the essence throughout this Contract. The total Project shall be completed by MUNICIPAL SUBRECIPIENT and ready for final payment no later than the following:

twenty-four (24) months from the date of execution of the Federally-Funded 2005 Disaster Recovery Subgrant Agreement between Broward County and DCA, unless otherwise revised in accordance with Article 9.
- 3.19 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale/Hollywood International Airport Weather Station.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount payable by COUNTY SUBGRANTEE under this Agreement shall be _____ Dollars (\$_____).
- 4.2 Eligible DCA approved pre-agreement professional costs associated with direct service delivery (which do not include administrative and planning costs) are eligible for reimbursement after execution of this Agreement. Eligible reimbursements must include written justification and supporting documentation.

- 4.3 COUNTY SUBGRANTEE agrees to reimburse MUNICIPAL SUBRECIPIENT for the Project expenses incurred as provided for in Attachment "A," attached hereto, provided a suspension of payment as provided for within this Agreement has not occurred, and provided further that MUNICIPAL SUBRECIPIENT complies with the procedures for invoices and payments as set forth in this Article.
- 4.4 MUNICIPAL SUBRECIPIENT shall invoice COUNTY SUBGRANTEE monthly using Exhibit "E," Request for Payment, on the following basis:
- 4.4.1 MUNICIPAL SUBRECIPIENT shall provide COUNTY SUBGRANTEE with an executed original of any contracts or subcontracts authorizing the work to be done on the Project.
 - 4.4.2 MUNICIPAL SUBRECIPIENT shall provide COUNTY SUBGRANTEE with documentation of leveraging which has occurred during each month.
 - 4.4.3 MUNICIPAL SUBRECIPIENT shall submit a certified copy of the purchase order authorizing the services for which it is invoicing.
 - 4.4.4 If MUNICIPAL SUBRECIPIENT has awarded a contract to an independent contractor to perform Project services, MUNICIPAL SUBRECIPIENT shall submit to COUNTY SUBGRANTEE a certified copy of the contractor's invoice stating the services rendered and the date the services were rendered.
 - 4.4.5 MUNICIPAL SUBRECIPIENT's administrator or the administrator's authorized representative shall certify that the work that is being invoiced has been completed.
 - 4.4.6 In addition, MUNICIPAL SUBRECIPIENT shall provide COUNTY SUBGRANTEE with Monthly Progress Reports as provided in Exhibit "D," Quarterly Status Reports as provided in Attachment "E," Contractual Obligation and MBE Reports as provided in Attachment "F" which are to be submitted semi-annually, and an Administrative Closeout Package as provided in Attachment "G" attached hereto and made a part of this Agreement. Please see Exhibit "C" for the submission time frames for the reporting requirements.
 - 4.4.7 MUNICIPAL SUBRECIPIENT shall disclose to COUNTY SUBGRANTEE any and all third party funding, whether public or private, for the Project. No COUNTY SUBGRANTEE funding shall be used to supplant existing third party funding.

- 4.5 Upon receipt of invoices, reports and other materials as described by Section 4.4, the Division shall audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 4.6 Upon determination by the Division that the services or material invoiced have been received or completed, the Division shall make payment to MUNICIPAL SUBRECIPIENT the amount it determines, pursuant to the audit, to be payable.
- 4.7 For purposes of this section, invoices, reports and other materials as described in Section 4.3, shall not be honored by COUNTY SUBGRANTEE if received later than sixty (60) days after expiration or termination of this Agreement.
- 4.8 MUNICIPAL SUBRECIPIENT agrees to notify the Division at least forty-eight (48) hours in advance of the date that work on the Project will be initiated in order that on-site inspections may be conducted by COUNTY SUBGRANTEE.
- 4.9 MUNICIPAL SUBRECIPIENT agrees to expend the funds allocated to the Project within the term of this Agreement in accordance with Article 9. All funds not expended within the term of this Agreement shall remain in the custody and control of COUNTY SUBGRANTEE.
- 4.10 The parties hereby agree that the following events are sufficient cause for suspension of payments. Such events include but are not limited to:
 - 4.10.1 Ineligible use of CDBG Funds;
 - 4.10.2 Failure to comply with the terms of this Agreement as well as the Federally-Funded 2005 Disaster Recovery Subgrant Agreement between Broward County and the Florida Department of Community Affairs;
 - 4.10.3 Failure to submit reports as required including a favorable audit report; and
 - 4.10.4 Submittal of incorrect or incomplete reports in any material respect.

ARTICLE 5 - LIABILITY

MUNICIPAL SUBRECIPIENT agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6 - INSURANCE

- 6.1 MUNICIPAL SUBRECIPIENT shall furnish COUNTY SUBGRANTEE's Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event MUNICIPAL SUBRECIPIENT elects to purchase excess liability coverage, the Broward County Board of County Commissioners shall be named as an additional insured under said policy and COUNTY SUBGRANTEE shall be notified of said coverage and provided a copy of same.

At a minimum, MUNICIPAL SUBRECIPIENT shall maintain Workers Compensation and Employers Liability coverage. Workers' Compensation insurance shall apply for all employees in compliance with Chapter 440, Florida Statutes, as amended from time to time, "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include Employers' Liability with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee and One Hundred Thousand Dollars (\$100,000.00) each disease. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If MUNICIPAL SUBRECIPIENT is not self-insured, COUNTY SUBGRANTEE's Risk Manager shall define the appropriate coverage required for this Agreement.

- 6.2 Improvements on MUNICIPAL SUBRECIPIENT's Property. MUNICIPAL SUBRECIPIENT shall keep the real property improvements now existing or hereafter erected on its Property insured against loss by fire, hazards and such other hazards as COUNTY SUBGRANTEE's Risk Manager may require and in such amounts and for such affordability, loan or restriction periods as COUNTY SUBGRANTEE may require.

6.3 Insurance Requirements for MUNICIPAL SUBRECIPIENT's Contractor(s).

6.3.1 In the event MUNICIPAL SUBRECIPIENT elects to enter in an agreement with a Contractor(s) to perform work/activities for the Project referenced herein, MUNICIPAL SUBRECIPIENT agrees to include in its contract with the successful Contractor(s) the requirements set forth below in favor of COUNTY SUBGRANTEE in addition to any MUNICIPAL SUBRECIPIENT requirements and MUNICIPAL SUBRECIPIENT further agrees to provide COUNTY SUBGRANTEE, prior to commencement of any activities, Certificates of Insurance evidencing compliance with the following requirements:

CONTRACTOR agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as MUNICIPAL SUBRECIPIENT's or COUNTY SUBGRANTEE's review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this Agreement.

- a. Commercial General Liability: CONTRACTOR agrees to maintain Commercial General Liability coverage at a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) Each Occurrence, Five Hundred Thousand Dollars (\$500,000.00) Annual Aggregate. CONTRACTOR agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Cross Liability. Coverage must also include Premises and/or Operations Coverages.
- b. Business Automobile Liability: CONTRACTOR agrees to maintain Business Automobile Liability coverage at a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) Each Occurrence. Coverage shall include liability for Owned, Non-Owned, Hired and Any Auto if applicable.
- c. Worker's Compensation Insurance and Employers Liability: CONTRACTOR agrees to maintain Worker's Compensation Insurance and Employers Liability Insurance. Note: Elective

exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.

- d. Property (Installation) Floater shall be maintained in force, at CONTRACTOR's expense, covering labor, materials and equipment to be used for completion of the completion of the work performed under this contract against all risks of direct physical loss for an amount equal to the full amount of the contract improvements. The coverage shall be "All Risk" coverage including installation and transit for One Hundred Percent (100%) of the "installed replacement cost value," covering COUNTY SUBGRANTEE as a named insured, with a deductible of not more than Ten Thousand Dollars (\$10,000.00) each claim.
- e. Additional Insured: CONTRACTOR agrees to endorse MUNICIPAL SUBRECIPIENT and COUNTY SUBGRANTEE as additional insureds with either a CG 2020 Additional Insured -- Owners, Lessees, or Contractors or CG 2026 Additional Insured -- Owners, Lessees, or Contractors --Scheduled Person Organization endorsement, or similar endorsements, to the Commercial General Liability. The additional insureds shall read "City of _____, Florida" and "Broward County Board of County Commissioners, Florida."
- f. Waiver of Subrogation: CONTRACTOR agrees by entering into this Contract to a Waiver of Subrogation in favor of MUNICIPAL SUBRECIPIENT and COUNTY SUBGRANTEE for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others or its equivalent.
- g. Certificates of Insurance: CONTRACTOR agrees to provide MUNICIPAL SUBRECIPIENT a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect.

6.3.2 In the event of loss, MUNICIPAL SUBRECIPIENT shall give prompt notice to the insurance carrier and COUNTY SUBGRANTEE. COUNTY

SUBGRANTEE may make proof of loss if not made promptly by MUNICIPAL SUBRECIPIENT.

- 6.3.4 Unless the Parties otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and COUNTY SUBGRANTEE's interest is not thereby impaired. If such restoration or repair is not economically feasible or if COUNTY SUBGRANTEE's interest would be impaired, the insurance proceeds shall be applied to the sums contemplated in this Agreement, with the excess, if any, paid to MUNICIPAL SUBRECIPIENT. If the Property is abandoned by MUNICIPAL SUBRECIPIENT or if MUNICIPAL SUBRECIPIENT fails to respond to COUNTY SUBGRANTEE within thirty (30) days from the date notice is mailed by COUNTY SUBGRANTEE that the insurance carrier offers to settle a claim for insurance benefits, COUNTY SUBGRANTEE is authorized to collect and apply the insurance proceeds at COUNTY SUBGRANTEE's option either to restoration or repair of the Property or to the sums contemplated under this Agreement.
- 6.3.5 Such policy or policies shall be without any deductible amount and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. MUNICIPAL SUBRECIPIENT shall specifically protect COUNTY SUBGRANTEE and the Broward COUNTY Board of COUNTY Commissioners by naming BROWARD COUNTY and the Broward County Board of County Commissioners as additional insureds.
- 6.3.6 MUNICIPAL SUBRECIPIENT shall furnish to COUNTY SUBGRANTEE Certificates of Insurance or endorsements evidencing the insurance coverage specified in this Section prior to beginning performance of work under this Agreement.
- 6.3.7 If the Project involves construction of any structure on MUNICIPAL SUBRECIPIENT's property, MUNICIPAL SUBRECIPIENT shall require its Contractor to provide Builder's Risk in the amount of One Hundred Percent (100%) of replacement value of the completed structure. Such Builders Risk policy shall be all risk form with deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim and loss payable clause to include Broward County.

- 6.3.8 All policies must be endorsed to provide COUNTY SUBGRANTEE with at least thirty (30) days notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the required term, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 7 - ASSURANCES

- 7.1 MUNICIPAL SUBRECIPIENT agrees that the Assurances provided by MUNICIPAL SUBRECIPIENT in this Article 7 shall survive the expiration or earlier termination of this Agreement.
- 7.2 MUNICIPAL SUBRECIPIENT agrees to comply with the provisions of Section 102, Executive Order 11246, incorporated herein by reference, and with the guidelines for applicants on equal opportunity obligations for CDBG Funds in regard to construction contracts.
- 7.3 MUNICIPAL SUBRECIPIENT agrees to submit written notification to the Division of all prebid and preconstruction meetings at least two (2) weeks prior to the actual date, of the meetings.
- 7.4 MUNICIPAL SUBRECIPIENT agrees to comply with the provisions of 24 C.F.R., Part 13-5 and Subtitle A, et. al., (Section III Economic Opportunities for Low and Very Low Income Persons, Interim and Final Rules) incorporated herein by reference.
- 7.5 MUNICIPAL SUBRECIPIENT agrees to comply with all applicable federal, state and county laws, ordinances, and codes and regulations including but not limited to Chapter 287, Florida Statutes and Chapter 21 of the Administrative Code for Broward County regarding procurement requirements. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.
- 7.6 MUNICIPAL SUBRECIPIENT agrees to act in accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides, in part, that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which MUNICIPAL SUBRECIPIENT receives federal financial assistance and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereon is provided or improved with the aid of federal financial

assistance extended to MUNICIPAL SUBRECIPIENT, this assurance shall obligate MUNICIPAL SUBRECIPIENT or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

- 7.7 MUNICIPAL SUBRECIPIENT agrees, if applicable, to inform affected persons of the benefits, policies, and procedures provided for under Rules and Regulations of H.U.D.
- 7.8 MUNICIPAL SUBRECIPIENT agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other associates.
- 7.9 MUNICIPAL SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the H.U.D. grant agreements and such other rules, regulations or requirements as H.U.D. may reasonably impose, in addition to the aforementioned Assurances provided at, or subsequent to, the execution of this Agreement, by the parties hereto.
- 7.10 If applicable, MUNICIPAL SUBRECIPIENT agrees to carry out the relocation process in such a manner as to provide displaced persons with uniform and consistent services, and assure that replacement housing will be available in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
- 7.11 MUNICIPAL SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local, and Federally Recognized Indian Tribal Governments," and 24 C.F.R. 85, incorporated herein by reference.
- 7.12 MUNICIPAL SUBRECIPIENT agrees to incorporate Broward County's Resolution 83-1936 related to First Source Hiring Agreement Requirements within all contracts awarded by MUNICIPAL SUBRECIPIENT pursuant to this Agreement.

☐ check if Section 7.13 is applicable

7.13 MUNICIPAL SUBRECIPIENT agrees to comply with the following requirements as they relate to acquisition, lease, sublease, and disposition of real property.

7.13.1 Real property acquired utilizing CDBG/DRI Funds shall be subject to a Mortgage and Promissory Note, in favor of COUNTY SUBGRANTEE as Mortgagee, in substantially the forms to be provided by COUNTY SUBGRANTEE to MUNICIPAL SUBRECIPIENT. Upon execution of the Mortgage and Promissory Note by MUNICIPAL SUBRECIPIENT, COUNTY SUBGRANTEE shall record same, at MUNICIPAL SUBRECIPIENT's expense, in the Public Records of Broward County, Florida, prior to the disbursement of any funding. Failure to use the property for the purpose(s) intended and pursuant to the terms within this Agreement shall result in breach of said Mortgage and remedies pursuant to same in favor of COUNTY SUBGRANTEE.

7.13.2 Before entering into a lease or sublease with a third party, MUNICIPAL SUBRECIPIENT shall notify the Division in writing of its intent to enter into a lease or sublease, provide a copy of the proposed lease or sublease and obtain the Division's consent.

7.13.3 Property acquired through a CDBG/DRI funded Project shall be used for the original approved purpose and MUNICIPAL SUBRECIPIENT shall demonstrate significant progress within twelve (12) months of closing on such property. In the event such progress is not evidenced nor commenced within said twelve (12) months of closing, MUNICIPAL SUBRECIPIENT hereby agrees to transfer ownership of the property acquired with CDBG Funds to COUNTY SUBGRANTEE, if COUNTY SUBGRANTEE so requests in writing.

7.13.4 All real property transferred to COUNTY SUBGRANTEE's ownership as a result of the aforementioned deficiency, lack of significant material progress, or real property returned as a result of expiration and subsequent termination of this Agreement, shall be used by COUNTY SUBGRANTEE and DCA, in their joint discretion, for reallocation to other eligible CDBG activities.

7.13.5 Real property acquired utilizing CDBG/DRI Funds which are used for the purpose of housing construction shall be deeded to home buyers at no cost to the home buyer. Any income realized as a result of the disposition

of property by MUNICIPAL SUBRECIPIENT shall be returned to COUNTY SUBGRANTEE, unless otherwise provided for by written agreement.

- 7.13.6 Any regulations, policies, procedures, or requirements governing the acquisition, use and disposition of real property including, but not limited to, the Uniform Relocation and Real Property Acquisition Policies Act, incorporated herein by reference, shall be followed and provisions of said regulations, policies, procedures and requirements shall be met.
- 7.13.7 The income of persons benefiting from acquisition of real property used for housing shall not exceed H.U.D. Section 8 guidelines unless written authorization is given by the Division.
- 7.13.8 Proceeds from the sale of real property purchased in whole or in part with CDBG/DRI Funds shall be used for the originally authorized purposes as long as needed for that purpose(s), and MUNICIPAL SUBRECIPIENT shall not dispose of or encumber its title or other interests, consistent with 24 C.F.R. 85.31.
- 7.13.9 Method of transfers of real property acquired with or improved by use of CDBG/DRI Funds shall be accomplished after written approval by the Director of the Housing and Community Development Division.
- 7.14 Real property, equipment and supplies acquired with CDBG/DRI funds and no longer needed for the originally authorized purpose shall be disposed of in the manner authorized by the Director of the Housing and Community Development Division and consistent with 24 C.F.R. 85 after MUNICIPAL SUBRECIPIENT has requested disposition instructions.
- 7.15 In instances where there is construction work of over Two Thousand Dollars (\$2,000.00) financed in whole or part with CDBG Funds under this Agreement, MUNICIPAL SUBRECIPIENT agrees to adhere to the Davis-Bacon Act, 40 U.S.C. 276a-276a-5, as amended, which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor.
- 7.16 In instances where MUNICIPAL SUBRECIPIENT is seeking to use CDBG/DRI Funds for payment of impact fees, MUNICIPAL SUBRECIPIENT must attempt to secure a waiver of such impact fees. If MUNICIPAL SUBRECIPIENT is unsuccessful in obtaining a waiver, MUNICIPAL SUBRECIPIENT must submit to the Division documentation reflecting MUNICIPAL SUBRECIPIENT's

unsuccessful efforts prior to utilization of CDBG Funds for payment of impact fees.

- 7.17 MUNICIPAL SUBRECIPIENT agrees that CDBG/DRI Funds shall not be used for religious activities or provided to primarily religious entities for any activities, including secular activities.
- 7.18 MUNICIPAL SUBRECIPIENT agrees to administer, in good faith, a policy designed to assure a workplace free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- 7.19 MUNICIPAL SUBRECIPIENT agrees that applicants for rehabilitation assistance, tenants in housing being rehabilitated and purchasers of H.U.D. associated housing will be provided with information concerning the dangers of Lead-Base Paint.
- 7.20 MUNICIPAL SUBRECIPIENT agrees that:
 - 7.20.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 7.20.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit COUNTY SUBGRANTEE's Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 7.20.3 MUNICIPAL SUBRECIPIENT shall assure that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- 7.21 MUNICIPAL SUBRECIPIENT agrees to act in accordance with Sections 503 and 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 in addressing the problem of discrimination against individuals with disabilities in such areas as employment, housing, public accommodations, education and transportation.
- 7.22 In accordance with Section 519 of Public Law 101-144, (the H.U.D. Appropriations Act), MUNICIPAL SUBRECIPIENT certifies that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
- 7.23 MUNICIPAL SUBRECIPIENT shall comply with Title I and Title II of the ADA regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing services funded in whole or in part by COUNTY SUBGRANTEE.

ARTICLE 8 - FINANCIAL RESPONSIBILITY

- 8.1 MUNICIPAL SUBRECIPIENT gives COUNTY SUBGRANTEE, DCA, H.U.D., and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Project.
- 8.2 MUNICIPAL SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local, and Federally Recognized Indian Tribal Governments" and 24 C.F.R. 85, incorporated herein by reference.
- 8.3 MUNICIPAL SUBRECIPIENT agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to COUNTY SUBGRANTEE from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by COUNTY SUBGRANTEE.
- 8.4 MUNICIPAL SUBRECIPIENT agrees to comply with the audit requirements of OMB Circular A-133, entitled "Audits of State and Local Governments and Non-Profit Organizations." The audit shall cover the entire operations of the local government or, at the option of that government, may cover only the department or agency that received, expended, or otherwise administered the federal funds. Such audit must be filed with COUNTY SUBGRANTEE within one hundred eighty (180) days after the close of the fiscal year of the governmental entity. All

grant funds from COUNTY SUBGRANTEE should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

- 8.5 MUNICIPAL SUBRECIPIENT agrees and understands that all funding authorized through the Program shall be used only for eligible activities specifically outlined in this Agreement. In the event any of such funds are used for ineligible activities, such inappropriately used funds shall be repaid to COUNTY SUBGRANTEE by MUNICIPAL SUBRECIPIENT, and COUNTY SUBGRANTEE and DCA, in their joint discretion, may reallocate the funds to other eligible CDBG/DRI projects.
- 8.6 Program income generated as a result of receipt of CDBG Funds must be reported immediately to COUNTY SUBGRANTEE.
 - 8.6.1 Program income generated prior to closeout, upon the prior written approval of COUNTY SUBGRANTEE and acknowledgement by DCA, shall be used in one (1) of the following manners:
 - a) Added to funds committed to the Project by MUNICIPAL SUBRECIPIENT and used proportionally to the original funding allocation to further eligible program objectives.
 - b) Only for eligible CDBG/DRI activities.

If any portion of this program income has not been used at the time of closeout, it shall be returned to COUNTY SUBGRANTEE.
 - 8.6.2 Program income generated after closeout, shall be returned to COUNTY SUBGRANTEE upon written request of the Division.
- 8.7 MUNICIPAL SUBRECIPIENT agrees to budget and expend all CDBG Funds in accordance with the Division's "Procedures Manual for Subrecipients."
- 8.8 MUNICIPAL SUBRECIPIENT is required to and hereby agrees to account for program income related to the Project financed in whole or part with CDBG/DRI Funds.
- 8.9 Any real property under MUNICIPAL SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG Funds shall be:
 - 8.9.1 Used to meet one of the National Objectives in 24 C.F.R. 570.208 until five (5) years after expiration of this Agreement; and

- 8.9.2 Disposed of, if disposition occurs, in a manner that results in COUNTY SUBGRANTEE being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to the expenditure of non-CDBG Funds for acquisition of or improvement to the property.
- 8.10 MUNICIPAL SUBRECIPIENT acknowledges that this is a federally assisted Project. Failure to complete the Project in accordance with this Agreement, whether voluntarily or otherwise, constitutes a material breach of this Agreement, and any funds expended by COUNTY SUBGRANTEE pursuant to this Agreement for the Project shall be repaid in full to COUNTY SUBGRANTEE from nonfederal resources. MUNICIPAL SUBRECIPIENT agrees that this provision shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9 - TERM OF AGREEMENT

This Agreement shall commence on _____, _____, and shall end twenty-four (24) months from the date of execution of the Federally-Funded 2005 Disaster Recovery Subgrant Agreement between Broward County and DCA, unless terminated earlier pursuant to the terms of this Agreement, or extended pursuant to changes in said Subgrant Agreement between Broward County and DCA.

ARTICLE 10 - TERMINATION; DISQUALIFICATION

- 10.1 This Agreement is subject to the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than twenty-four (24) hours notice in writing to MUNICIPAL SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. COUNTY SUBGRANTEE shall be the final authority as to the availability of funds.
- 10.2 If, through any cause, MUNICIPAL SUBRECIPIENT fails to commence work on the Project, as set forth in Attachment "B," within ninety (90) days from the date of COUNTY SUBGRANTEE's issuance of the Notice to Incur Costs, or fails to fulfill in timely and proper manner its obligations under this Agreement, or if MUNICIPAL SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY SUBGRANTEE, at the discretion of and through the COUNTY Administrator, shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to MUNICIPAL SUBRECIPIENT of such termination or suspension of payment and specifying the effective date thereof, at least five (5) days before the effective date of termination or suspension. If payments are withheld, the Division shall

specify in writing the actions that must be taken by MUNICIPAL SUBRECIPIENT as a condition precedent to resumption of payments and should specify a reasonable date for compliance.

- 10.3 In the event of termination, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, capital equipment and any other assets secured by MUNICIPAL SUBRECIPIENT with CDBG Funds under this Agreement shall be returned to COUNTY SUBGRANTEE.
- 10.4 Notwithstanding the above, MUNICIPAL SUBRECIPIENT shall not be relieved of liability to COUNTY SUBGRANTEE for damages sustained by COUNTY SUBGRANTEE by virtue of any breach of this Agreement by MUNICIPAL SUBRECIPIENT, and COUNTY SUBGRANTEE may withhold any payments to MUNICIPAL SUBRECIPIENT, for the purposes of setoff until such time as the exact amount of damages is determined.
- 10.5 In the best interests of the Program and in order to better serve the people in the target areas and fulfill the purposes of this Agreement, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event COUNTY SUBGRANTEE terminates this Agreement, COUNTY SUBGRANTEE shall pay MUNICIPAL SUBRECIPIENT for documented committed eligible costs. The County Administrator is authorized to terminate this Agreement on behalf of COUNTY SUBGRANTEE pursuant to this Section upon his or her determination that termination is in the best interests of COUNTY SUBGRANTEE and the Program.
- 10.6 All requests for amendments to this Agreement must be submitted in writing to the Director of the Housing and Community Development Division no less than ninety (90) days prior to the termination date of this Agreement. If the amendment is extending the Municipal Subrecipient agreement period, it must be received by the Division Director at least one hundred and twenty (120) days prior to the end of this Agreement.
- 10.7 If, in the opinion of the Division Director, MUNICIPAL SUBRECIPIENT has violated the terms of this Agreement, the Division Director may bring the matter before the County Administrator for consideration.

ARTICLE 11 - NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY SUBGRANTEE:

Director
Broward County Housing and Community Development Division
115 South Andrews Avenue, Room 311
Fort Lauderdale, Florida 33301

FOR MUNICIPAL SUBRECIPIENT:

ARTICLE 12 – MISCELLANEOUS

12.1 EEO COMPLIANCE

MUNICIPAL SUBRECIPIENT shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, disability, or sexual orientation (including but not limited to Broward County Code, Chapter 16.) in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement. MUNICIPAL SUBRECIPIENT shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY SUBGRANTEE deems appropriate.

MUNICIPAL SUBRECIPIENT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. MUNICIPAL SUBRECIPIENT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY SUBGRANTEE, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, MUNICIPAL SUBRECIPIENT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, MUNICIPAL SUBRECIPIENT represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). MUNICIPAL SUBRECIPIENT hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY SUBGRANTEE to terminate this Agreement and recover from MUNICIPAL SUBRECIPIENT all monies paid by COUNTY SUBGRANTEE pursuant to this Agreement, and may result in debarment of MUNICIPAL SUBRECIPIENT from COUNTY SUBGRANTEE's competitive procurement activities.

- 12.2 INDEPENDENT CONTRACTOR. MUNICIPAL SUBRECIPIENT is an independent contractor under this Agreement. Services provided by MUNICIPAL SUBRECIPIENT shall be performed by employees of MUNICIPAL SUBRECIPIENT and subject to supervision by MUNICIPAL SUBRECIPIENT, and shall not be deemed officers, employees, or agents of COUNTY SUBGRANTEE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of MUNICIPAL SUBRECIPIENT, which policies of MUNICIPAL SUBRECIPIENT shall not conflict with COUNTY SUBGRANTEE, or State of Florida policies, rules or regulations relating to the use of CDBG Funds provided for under this Agreement.
- 12.3 PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

- 12.4 AMENDMENTS. COUNTY SUBGRANTEE may, in its discretion and with the approval of DCA, amend this Agreement to conform to changes in federal, state, local, and/or COUNTY SUBGRANTEE directives and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners, except the County Administrator shall be authorized to execute amendments that change the term of the Agreement or that change the Project, so long as the Project consists of eligible activities under the 2005 Community Development Block Grant Disaster Recovery Initiative, 24 C.F.R. Part 570 and those waivers and alternative requirements applicable to the CDBG Disaster Recovery Grant, and provided that these amendments have received the approval of DCA. Except for the provisions as set forth herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. It is understood that COUNTY SUBGRANTEE is responsible to DCA and H.U.D. for the administration of CDBG/DRI Funds and may consider and act upon reprogramming recommendations as proposed by its MUNICIPAL SUBRECIPIENT's or the Division after appropriate referral to the County Administrator and with the approval of DCA. In the event that COUNTY SUBGRANTEE approves any modification, amendment, or alteration to the funding allocation, MUNICIPAL SUBRECIPIENT shall be notified pursuant to Article 11 and such notification shall constitute an official amendment. With the approval of DCA, the Division Director shall be authorized to approve changes to the information set out in Attachments "A" and "B," provided such changes do not result in an increase in the CDBG/DRI Fund amount in Section 4.1 of this Agreement, nor change the Project.
- 12.5 ASSIGNMENT. MUNICIPAL SUBRECIPIENT shall not transfer or assign the performance of services called for in this Agreement. However, this Agreement shall run to COUNTY SUBGRANTEE or its successors.
- 12.6 REPORTS, PLANS AND OTHER AGREEMENTS. All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled or completed by MUNICIPAL SUBRECIPIENT for the purposes of this Agreement shall become the property of COUNTY SUBGRANTEE without restriction, reservation or limitation of their use and shall be made available by MUNICIPAL SUBRECIPIENT at any time upon request by COUNTY SUBGRANTEE or Division. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Division Director upon his/her written request.

- 12.7 CONFLICT OF INTEREST. MUNICIPAL SUBRECIPIENT covenants it shall comply with the requirements of 24 CFR Part 92 relative to the Conflict of Interest provisions and the definitions as to applicability contained in Part 92.2. Any possible conflicting interest on the part of MUNICIPAL SUBRECIPIENT, its employees, or agents, shall be disclosed in writing to the Division. It shall not be deemed a conflict as long as all purchasing for consumables, capital equipment and services are obtained in conformance with Article 3. However, this paragraph shall be interpreted in such a manner so as not to reasonably impede the statutory requirements that maximum opportunity be provided for employment of and participation of Very Low, Low, and Moderate Income residents of the Project's target area.
- 12.8 CONFLICTS. Neither MUNICIPAL SUBRECIPIENT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with MUNICIPAL SUBRECIPIENT's loyal and conscientious exercise of judgment related to its performance under this Agreement. MUNICIPAL SUBRECIPIENT agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile witness against COUNTY SUBGRANTEE in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of COUNTY SUBGRANTEE in any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event MUNICIPAL SUBRECIPIENT is permitted to utilize subcontractors to perform any services required by this Agreement, MUNICIPAL SUBRECIPIENT agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.
- 12.9 EXECUTION. This document shall be executed in four (4) counterparts, each of which shall be deemed to be an original.
- 12.10 CHOICE OF LAW; WAIVER OF JURY TRIAL. Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

- 12.11 SEVERANCE. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY SUBGRANTEE or MUNICIPAL SUBRECIPIENT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 12.12 LEGAL PROVISIONS DEEMED INCLUDED. Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.
- 12.13 KNOWLEDGE AND COMPLIANCE WITH APPLICABLE LAWS. MUNICIPAL SUBRECIPIENT shall keep fully informed of all Federal and State laws, all local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement. MUNICIPAL SUBRECIPIENT shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees.
- 12.14 THIRD PARTY BENEFICIARIES. Neither MUNICIPAL SUBRECIPIENT nor COUNTY SUBGRANTEE intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 12.15 WAIVER OF BREACH AND MATERIALITY. Failure by COUNTY SUBGRANTEE to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. No waiver shall be effective unless it is in writing and signed by the party against whom it is asserted. A waiver of any provision of this Agreement or failure to perform any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of any prior or subsequent failure to perform any term, covenant or condition of this Agreement and shall not be construed to be a modification of the terms of this Agreement. COUNTY SUBGRANTEE and MUNICIPAL SUBRECIPIENT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

- 12.16 JOINT PREPARATION. COUNTY SUBGRANTEE and MUNICIPAL SUBRECIPIENT acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations under this Agreement, and the preparation of this Agreement has been a joint effort of COUNTY SUBGRANTEE and MUNICIPAL SUBRECIPIENT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- 12.17 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent State or Federal provision which is applicable to any services performed under this Agreement, the more stringent State or Federal provision shall prevail.
- 12.18 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement. The Rule and Regulations of H.U.D. are incorporated herein by reference.
- 12.19 USE OF TERMS. All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections and subparagraphs of such section unless the reference is made to a particular subsection or subparagraph of such section.
- 12.20 CAPTIONS AND HEADINGS. Captions and headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
- 12.21 SUCCESSION OF AGREEMENT. This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the

parties hereto and their respective successors and assigns, where permitted by this Agreement.

- 12.22 SURVIVAL. Either party's right to monitor, evaluate, enforce, indemnify and insure, audit and review, and any assurances and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive termination or expiration of this Agreement and be enforceable.
- 12.23 FURTHER ASSURANCE. MUNICIPAL SUBRECIPIENT and COUNTY SUBGRANTEE agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.
- 12.24 TIME IS OF THE ESSENCE. For the purposes herein, the parties agree that time shall be of the essence of this Agreement and the representations and warranties solely made herein are all material and of the essence of this Agreement.
- 12.25 WAIVER OF CLAIMS. MUNICIPAL SUBRECIPIENT hereby waives any claim against COUNTY SUBGRANTEE, and its agents, servants and employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment of award in any suit or proceeding declaring this Agreement null, void or voidable, delaying the same or any part thereof, from being carried out.
- 12.26 CUMULATIVE RIGHTS. All rights and remedies of COUNTY SUBGRANTEE hereunder or at law or in equity are cumulative and shall be in addition to any other rights and remedies available. The exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other. Failure by COUNTY SUBGRANTEE to promptly exercise any of its rights shall not operate to forfeit or be treated as a waiver of any such rights.
- 12.27 SPECIFIC PERFORMANCE. MUNICIPAL SUBRECIPIENT agrees that in addition to all other remedies, its obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

12.28 UNCONTROLLABLE FORCES. Neither COUNTY SUBGRANTEE nor MUNICIPAL SUBRECIPIENT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

12.29 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM. The Board of County Commissioners has enacted Ordinance 2004-07 establishing the Business Opportunity Act of 2004. Pursuant to this Act and as part of COUNTY SUBGRANTEE's Minority/Women Business Enterprise (M/WBE) Program, the Small Business Development Division establishes goals in all County procurement activity of Two Hundred Fifty Thousand Dollars (\$250,000.00) or more and in other selected procurement activity. (This Agreement, however, does NOT have assigned M/WBE goals for the utilization of eligible minority or women business enterprises).

COUNTY SUBGRANTEE and MUNICIPAL SUBRECIPIENT agree that contractor and vendor awards to Minority/Women Business Enterprises are crucial to the achievement of COUNTY SUBGRANTEE's M/WBE participation objectives. Although this Agreement does NOT have assigned M/WBE goals, MUNICIPAL SUBRECIPIENT agrees that wherever possible, every effort will be made to utilize the services of Broward County-certified M/WBE firms and MUNICIPAL SUBRECIPIENT shall include this provision in any subcontract it enters into pursuant to this Agreement.

12.30 EXECUTION AUTHORITY. The individual executing this Agreement on behalf of MUNICIPAL SUBRECIPIENT personally warrant that he or she has full authority to execute this Agreement on behalf of MUNICIPAL SUBRECIPIENT.

12.31 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through the BROWARD COUNTY ADMINISTRATOR, authorized to execute same by resolution of the Board of County Commissioners, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY SUBGRANTEE

WITNESSES:

BROWARD COUNTY SUBGRANTEE,
through the
BROWARD COUNTY ADMINISTRATOR

Signature

By _____
County Administrator

Print Name

____ day of _____, 20____.

Signature

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

Approved as to Insurance
Requirements:

By: _____
Risk Management Division

By _____
A. Denise Sagerholm, Esq.
Assistant County Attorney

Dated: _____

AGREEMENT BETWEEN BROWARD COUNTY AND _____
FOR _____ IN THE AMOUNT OF
\$ _____ PROVIDING FOR FUNDING AND ADMINISTRATION OF 2005
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY INITIATIVE
FROM THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

MUNICIPAL SUBRECIPIENT

ATTEST:

CITY OF _____, FLORIDA

By: _____
City Clerk

By: _____
Signature

Print Name and Title

____ day of _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

STATE OF FLORIDA)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of
_____. He or she is personally known to me or
has produced _____ as identification and who did take an oath.

Notary Public, State of Florida
Commission No.: _____

My commission expires:

#07-129.33
2005CDBG.DIS.REC.GRT
03/30/07

2005 CDBG DISASTER RECOVERY INITIATIVE

CONTRACT # 07DB-3V-11-16-01-Z 08

**ATTACHMENT A - DISASTER RECOVERY INITIATIVE PROGRAM
PROGRAM BUDGET AND SCOPE OF WORK: SERVICE AREA 1 - Broward County Down Payment Assistance**

* SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMNS 9 AND 10 ABOVE)

1
2
3
4
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ATTACHMENT A (Page 2)

2005 CDBG Disaster Recovery Initiative Program Project Description

#. Project:

Category:

National Objective:

Beneficiaries:

Total Beneficiaries:

Service area:

Amount Requested:

Other Funding:

Narrative:

DATE PREPARED
PROJECT BUDGET \$
SUBRECIPIENT

[illegible]

ATTACHMENT "C"

DEPARTMENT OF COMMUNITY AFFAIRS

Division of Housing and Community Development

Rule Title:

Rule No:

Community Development Block Grant Disaster Recovery Initiative

9BER06-1

SPECIFIC REASONS FOR FINDING AN IMMEDIATE DANGER TO THE PUBLIC HEALTH,
SAFETY AND WELFARE:

The expenditure of the funds in the disaster stricken areas where housing, infrastructure, and businesses were severely damaged or destroyed is essential to the health, safety and welfare of the public.

REASONS FOR CONCLUDING THAT THE PROCEDURE IS FAIR UNDER THE
CIRCUMSTANCES:

Promulgation of Rule Chapter 9BER06-1, using emergency rule procedures, is the only available mechanism that adequately provides for the expeditious disbursement and use of the federal funds to provide disaster relief, long-term recovery and infrastructure restoration.

SUMMARY:

This rule enables the Department of Community Affairs to distribute and administer CDBG disaster recovery funds as expeditiously as possible.

THE PERSON TO BE CONTACTED REGARDING THIS EMERGENCY RULE IS:

Monya Newmyer, Administrator, Division of Housing and Community Development, Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, telephone (850) 487-3644.

THE FULL TEXT OF THE EMERGENCY RULE IS:

9BER06-1 Community Development Block Grant Disaster Recovery Funding.

(1) The objective of this emergency rule is to address disaster relief, long-term recovery and infrastructure restoration of communities, particularly those persons who are of low and moderate income, that suffered damage or loss as a result of Hurricanes Katrina and Wilma. This emergency rule applies to all grant recipients, whether Urban Entitlements or participants of the Florida Small Cities CDBG Program.

(2) In order to expedite recovery measures, all portions of Rule Chapter 9B-43, F.A.C., are abrogated by this emergency rule, except the following: Rule 9B-43.0031 (Definitions) and Rule 9B-43.0051 (2), (3), (4) and (8) (Selected portions of Grant Administration and Project Implementation). In addition, the following emergency rule provisions are applicable.

(3) The following definition is provided for clarification.

(a) "Service area" means the total geographical area to be served by an activity. A service area will encompass all beneficiaries who are reasonably served or would be reasonably served by an activity.

(4) Interlocal Agreements. Eligible applicants proposing eligible activities in other eligible jurisdictions will enter into an Interlocal Agreement with the following provisions or submit documentation of an established relationship between eligible jurisdictions which includes the following provisions.

(a) Includes as parties all local governments whose jurisdictions are included in the project and/or service area(s);

(b) Authorizes the applicant to undertake the activities in all jurisdictions included in the interlocal agreement; and

(c) Affirms that all activities are consistent with each local government's comprehensive plan and provides documentation which includes applicable excerpts of each local government's comprehensive plan in the supporting documentation section of the application.

(5) Units of general local government may utilize up to 3% of the funds allocated for administrative costs as specified in 24 CFR 570.206. This does not include staff and administrative costs directly related to carrying out activities eligible under 24 CFR 570 since those costs are eligible as part of those activities.

(6) Expenditures and Limitations.

(a) Local governments operating on a reimbursement of funds basis must submit at least one request for funds each quarter which reflects actual project expenditures for the quarter.

(b) Local governments may maintain no more than \$25,000 of cash-on-hand to meet daily cash needs. Amounts greater than \$25,000 shall be expended within 14 days or refunded to the Department.

(c) Escrow Accounts. Local governments may draw down CDBG funds and deposit them into an interest-bearing escrow account for restoration of affordable housing. An escrow account may be established when direct grants or loans are made to owners of private property for the purpose of restoration of affordable housing. The local government must track the requirements for, receipt of, and disbursement of all funds for each housing unit.

1. Funds may be requested only after approval of the contractor and amount of the contract by the local government. If funds are received by the local government prior to the execution of a contract that obligates those funds, those funds will be returned to the Department within seven days of their receipt.

2. Funds requested and escrowed for use on housing units shall not be used for any other purpose.

3. Funds requested and escrowed for a housing unit must be expended on that housing unit within 45 days from date of deposit in the escrow account or be returned to the Department.

4. Interest earned on escrow accounts shall be reported quarterly to the Department.

(7) Program Income. Any program income earned as a result of activities funded under this grant must be reported to the Department, but may be retained for the life of the grant by the

local government and used to continue the CDBG disaster recovery activity from which the funds were generated. Contractual agreements will provide additional guidelines for utilization of program income funds.

(8) Applicants and/or beneficiaries must provide documentation of funds received from other sources which were applied toward the costs of the project funded by these disaster recovery funds.

(9) Amendments. All proposed amendments must be approved by the Department.

(a) Documentation Required. All requests for subgrant agreement amendments shall include the following written documentation for review by the Department:

1. A cover letter signed by the Chief Elected Official or his or her designee which describes the need for the proposed changes and their effect upon the approved project.

2. All application forms that would be changed by the proposed amendment.

3. If applicable, a revised activity work plan.

4. If applicable, a revised budget showing the current and amended budget.

5. If there is a change in activity location, a legible map which indicates the proposed change.

6. If applicable, a copy of the minutes of the meeting of the Citizen's Advisory Task Force (CATF) when the proposed amendment was reviewed.

7. If applicable, a copy of the public notice for the public hearing at which the amendment was approved.

8. Signature of the Chief Elected Official on Form DCA 07.02, Request for Amendment, provided by the Department upon request, which is hereby incorporated by reference, or documentation from the local governing body authorizing the proposed amendment.

(b) The amendment must be received by the Department at least 45 days prior to the end of the subgrant agreement. If the amendment is extending the subgrant agreement period, it must be received by the Department at least 90 days prior to the end of the subgrant agreement.

(c) If the local government requests administrative closeout prior to the termination date of the subgrant agreement, any amendment affecting closeout and requiring Department approval must be included with the closeout.

(d) Time Extensions to Subgrant Agreements. Any proposed amendment extending the termination date of the subgrant agreement must be approved by the Department. The local government must explain any delay affecting project completion and must justify the need for the extension.

(10) Subgrant Closeout.

(a) At the time of submission of the closeout report, the local government must have available documentation which verifies its certification that all construction has been completed, inspected and approved by all parties prior to the subgrant agreement end date and submission of the administrative closeout.

(b) An administrative closeout may be submitted only when the local government has no more than \$5,000 in total funds on hand. All funds drawn from the Department and not expended that exceed \$5,000 must be returned to the Department prior to or with the submission of the closeout. If the local government has transferred funds from the regular CDBG administrative account or the escrow account and these funds remain under the control of the local government, the funds are not considered expended for purposes of administrative closeout.

(c) Upon completion of the activities contained in the local government's CDBG subgrant agreement, including any amendments, the local government shall submit to the Department a closeout which, at a minimum, gives the final statement of costs, certifies that the project and all non-administrative activities are completed and accepted, that all costs except those reflected on the closeout have been paid and reports demographics of the program's beneficiaries.

(d) If any change has been made since the application map or the last map amendment, the closeout shall also contain a revised map of the activities completed during the term of the CDBG contract.

(e) The closeout for Housing contracts shall, at a minimum, include a list of the households assisted by the contract and certify that they were within the local government's jurisdiction. Additional information required by HUD may be requested.

(f) For activities where hookups or connections are required for beneficiary access to the public improvement, evidence at the time of closeout must show:

1. The total number of persons in all households in the service area;
2. The number of low and moderate income persons in households connected to the infrastructure; and
3. Projects meeting the LMI national objective must document that the number of LMI persons in households connected to the infrastructure divided by the total number of beneficiaries in the service area equals at least 51 percent or higher.

(g) The closeout must contain original signatures. Facsimile (FAX) submissions are not acceptable.

(h) If a local government fails to meet contractual requirements on time, the Department reserves the right to require that a local government financially (not administratively) close out a subgrant agreement in order to meet federal requirements for the timely distribution of funds set by HUD.

(i) The closeout is due within 45 days after expiration or termination of the subgrant agreement.

(11) Beneficiaries of Public Improvements. For activities where hookups or connections are required for beneficiary access to CDBG-funded infrastructure, low and moderate income benefit shall be determined by the number of low and moderate income persons in households connected to and able to use the water, sewer or other infrastructure at the time of

administrative closeout. For activities where hookups or connections are required as a condition for beneficiary access to a CDBG funded infrastructure, no hookup or connection fees shall be charged to very-low, low or moderate-income beneficiaries. Further, no portion of the project construction costs shall be charged to very-low, low or moderate-income beneficiaries.

(12) Housing Rehabilitation Standards. Upon completion of the housing rehabilitation program, all housing units addressed with CDBG funds must be in compliance with the subgrantee's local housing code and the HUD Section 8, Housing Quality Standards. This requirement does not apply if the construction activity is limited to water hookups, sewer hookups, the abandonment of wells, or the abandonment of septic systems with no internal or external modifications to the housing structure.

(13) If manufactured housing units are used for replacement housing, they must meet the following specifications:

- (a) Manufactured housing units must be built to HUD post-1994 construction standards.
- (b) The units must be new, previously uninstalled manufactured housing units.
- (c) Units must bear HUD compliance certification meeting HUD wind resistance construction standards for wind zone 3.
- (d) The county shall inspect and approve the installation of all manufactured housing units.
- (e) Units must be installed to the manufacturer's installation instructions.
- (f) These funds may not be used for furniture or interior design costs, insurance, financing points, or add-on structures.
- (g) Replacement units may be placed on leased land or resident-owned land.
- (h) Site location must meet minimum safety criteria (e.g., not located in floodplain, not in high velocity wind zone, etc.).
- (i) Units must be for owner-occupancy.
- (j) The costs of each manufactured housing unit must not exceed the appraised value of the unit

per the Fannie Mae/Freddie Mac manufactured housing appraisal guidelines currently in effect
(e.g., Fannie Mae, Announcement 03-06, Appraisal Guidelines for Manufactured

Specific Authority: 290.044, FS. Law Implemented: 290.0401-.048, FS. History -- New.

THIS RULE SHALL TAKE EFFECT IMMEDIATELY UPON BEING FILED WITH THE
DEPARTMENT OF STATE.

Effective Date: _____.

CERTIFICATION OF THE DEPARTMENT OF COMMUNITY AFFAIRS
EMERGENCY RULES FILED WITH THE
DEPARTMENT OF STATE

I hereby certify that an immediate danger to the public health, safety or welfare requires emergency action and that the attached rule is necessitated by the immediate danger. I further certify that the procedures used in promulgation of this emergency rule were fair under the circumstances and the rule otherwise complies with subsection 120.54(4), Florida Statutes. The adoption of the rules was authorized by me as the head of the agency and this rule is hereby adopted upon its filing with the Department of State, pursuant to the provision of section 120.54(4)(d), Florida Statutes.

Rule No. 9BER06-1

Under the provision of section 120.54(4)(d), Florida Statutes, this rule takes effect upon filing unless a later time and date less than 20 days from filing is set out below:

Effective Date: __ (Month) __ (Day) 2006 (Year)

Thaddeus L. Cohen, AIA, Secretary

Number of Pages Certified 8

Insert

ATTACHMENT "D"
FEDERALLY-FUNDED 2005 DISASTER RECOVERY SUBGRANT AGREEMENT
BETWEEN BROWARD COUNTY AND THE FLORIDA DEPARTMENT OF
COMMUNITY AFFAIRS

2005 CDBG DISASTER RECOVERY INITIATIVE

[illegible]

ATTACHMENT "F"

DEPARTMENT OF COMMUNITY AFFAIRS
SMALL CITIES CDBG PROGRAM

CONTRACTUAL OBLIGATIONS
AND MBE REPORT (07.02)

(1) REQUEST FOR FUNDS # _____
(2) PAGE _____ OF _____

(3) Recipient _____

(4) Contract Number _____

(5) Report Period From _____ to _____

(6) Form Prepared By _____

(7) Contractor/Subcontractor Name and Address (Fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. Both prime contractor and subcontractors (with contracts over \$10,000) paid with CDBG dollars must be included. Do not list previously reported information.		(8) Prime Contractor Identification (ID) Number	(9) Subcontractor Identification (ID) Number (See below)	(10) Contract Period		(11) Amount of Contract or Subcontract	(12) Type of Trade Item 3 (See below)	(13) Contractor or Subcontractor Racial Ethnic 1 thru 7 (See below)	Procurement Compliance Checklist				(18) Type of Procurement (See below)	
				(a) Start Date	(b) End Date				(14) Section 3 Y/N	(15) WBE# Y/N	(16) Small Business Y/N	(17) Davis Bacon Y/N		
Name														
Street														
City														
State & Zip Code														
Name														
Street														
City														
State & Zip Code														
Name														
Street														
City														
State & Zip Code														

(13) Racial Ethnic Codes
1 = White American
2 = Black American
3 = Native American
4 = Hispanic American
5 = Asian/Pacific American
6 = Hispanic Jews
7 = Other

(18) Procurement Type
CB = Competitive Bid
E = Emergency Purchase
CN = Competitive Negotiation
NC = Non-Competitive Negotiation
SP = Small Purchase

CONTRACTUAL OBLIGATION & MBE INSTRUCTIONS (07.02)

Follow the instructions below when completing the Contractual Obligations and MBE (CO/MBE) report. The form must be typed, checked for accuracy and submitted to the Department twice a year. The MBE report due dates are April 15 and October 15 annually. The form should report new contractual activity (do not report contracts that have previously been reported). Please make a note indicating "no activity" if there has been no new contract activity since the last report was submitted.

- (1) Request for Funds Number: Enter the RFF number for which this report is pertinent.
- (2) Page _____ of _____: Number pages as needed; use additional forms if necessary.
- (3) Recipient: Enter complete name of recipient (include city or county with name).
- (4) Contract Number: Enter complete contract number.
- (5) Report Period (From/To): Enter beginning and ending dates for the contractual obligations being reported. These dates should coincide with the reporting dates on the Request For Funds form.
- (6) Form Prepared By: Enter name and phone number of the person responsible for the report.
- (7) Contractor/Subcontractor Name and Address: Enter this information for each firm receiving a contract or subcontract. Be sure to include a zip code. Only activities of \$10,000 or more need to be reported unless contracts of \$10,000 or less represent a significant portion of the total contracting activity.
- (8) Prime Contractor Identification Number: Enter Employer Identification Number (IRS) or Social Security number of the Prime Contractor as the identifier for each contract awarded from CDBG funds.
- (9) Subcontractor Identification Number: Enter Employer Identification Number (IRS) for the Subcontractor as the identifier for each contract awarded from CDBG funds. When a subcontractor ID or Social Security number is provided (where there is no IRS number), the Prime Contractor ID number must also be provided. If a subcontractor ID is placed in column 9, information in columns 10-18 must reflect subcontractor information rather than prime contractor information. Use the HUD Labor Standards Handbook # 1344 (7-3) to determine whether or not a subcontractor is an employee.
- (10) Contract Period: (a) Start Date: Enter beginning date of contractual period. (b) End Date: Enter ending date of contractual period.
- (11) Amount of Contract/Subcontract: Enter dollar amount of contract.
- (12) Type of Trade: Enter the code (1,2 or 3) which best indicates the contractor/subcontractor service. If a subcontractor ID is provided in 9, the trade code would be for the subcontractor instead of the prime contractor. The "new construction" category (1) includes housing rehabilitation, water and sewer. The "other" category (3) includes supply, professional services and other activities except construction and education/training.
- (13) Contractor or Subcontractor Business Racial/Ethnic Code: Enter the code (1-7) for the racial/ethnic character of the owner(s) or controller(s) of 51% or more of the business. If 51% is not owned and controlled by a single racial/ethnic category, enter the most appropriate code. If a subcontractor ID is provided in 9, the trade code would apply to the subcontractor instead of the prime contractor.
- (14) Section 3: Enter "Yes" or "No" in column 15. "Yes" if Section 3 applies and "No" if Section 3 does not apply (see HUD Handbook 8023.1).
- (15) Women Business Enterprise (WBE): Enter "Yes" or "No" in column 16. "Yes" if it is a Women Business Enterprise and "No" if it is not.

- (16) Small Business: Enter "Yes" or "No" in column 17. "Yes" if it is a Small Business and "No" if it is not a Small Business.
- (17) Davis Bacon: Enter "Yes" or "No" in column 1. "Yes" if Davis Bacon applies and "No" if Davis Bacon does not apply.
- (18) Type of Procurement: Enter applicable acronym:
- | | |
|------------------------------|---|
| CB = Competitive Bid | SP = Small Purchase |
| E = Emergency Purchase | O = Other |
| CN = Competitive Negotiation | NC = Noncompetitive Negotiation (approved by DCA) |

ATTACHMENT "G"
FLORIDA SMALL CITIES OR DISASTER RECOVERY CDBG CLOSEOUT (12.06)

Closeout forms must be submitted to the Department of Community Affairs, Florida Small Cities CDBG or Disaster Recovery Program, within 45 days after the contract termination or expiration date. A Final Request for Funds should be submitted prior to, or with, the closeout since funds not requested will be deobligated at closeout. Closeout requirements can be found in Rule 9B-43.0051 (11), F.A.C.

Instructions

All grant recipients must complete Section I. Commercial Revitalization or Neighborhood Revitalization grant recipients must complete Section II. Recipients of Commercial Revitalization or Economic Development grants must complete the relevant portions of Section III, and Housing grant recipients must complete Section IV. All grant recipients must complete the Beneficiary Data form and the Status of Accomplishments and Expenditures form. The Closeout Approval form must be signed by the Chief Elected Official. Enter the information requested or circle the response.

Section I. Contract Information

Contract Number:	Beginning Date:	Ending Date:
Recipient:	Local Contact:	Phone Number:

1. Indicate how the project was carried out (administration and construction):

Grantee Employees	Contractors	Both
-------------------	-------------	------
2. Indicate how beneficiary data was collected:

Census	Survey
--------	--------
3. Enter the Census Tract(s) and/or Block Group(s) for service area(s):

Census Tract(s)	Block Group(s)
-----------------	----------------
4. If location of activities changed, is a map included? Yes No
5. Is a Property Management Register included? Yes No
6. If an infrastructure project, is an engineering certification included? Yes No
7. Is the project located in a Historic District? Yes No
8. Is the project located in a Presidentially Declared Disaster Area? Yes No
9. Is the project a Special Assessment activity? Yes No
10. Is the project a Brownfield Activity? Yes No
11. Did the local government provide the assistance (to the beneficiaries) in the form of a loan or a grant?

Grant	Loan	Deferred, forgivable loan
-------	------	---------------------------
12. If a loan, indicate:

Interest Rate	Monthly Loan Amount	Amortization
%	\$	Period in Months
13. List all other funds, along with the source, used to support the activities funded with this grant:

Source	Amount
Local Funds (i.e., General Revenue)	\$
Grant(s)	\$
Private Funds (i.e., Participating Party, etc.)	\$
Loan(s)	\$
Other (Specify)	\$
14. Will the project result in program income? *Program income earned but not expended before closeout must be returned to DCA. Make check payable to the Department of Community Affairs – CDBG Program and include it with the Closeout.*

Yes	No	
• If program income has already resulted, indicate amount: <table border="0" style="margin-left: 200px;"> <tr> <td>\$</td> </tr> </table>		\$
\$		
15. Has a final Request for Funds been submitted? Yes No
16. Does the local government have CDBG Funds on hand? *(cannot exceed \$5,000)* If yes: \$ No

Section II. Service, Benefit, Public Facility and Infrastructure

(To be completed by Commercial Revitalization or Neighborhood Revitalization grant recipients)

1. Service or Benefit (i.e., Water and Sewer Hookups)

- a. Number of persons with new access to this service or benefit
- b. Number of persons with improved access to this service or benefit
- c. Number of persons now receiving a service or benefit that is no longer substandard

2. Public Facility or Infrastructure Improvement (Water Tank, Treatment Plant, Street Paving)

- a. Number of persons with new access to this type of public facility or infrastructure improvement
- b. Number of persons with improved access to this type of public facility or infrastructure improvement
- c. Number of persons served by public facility or infrastructure that is no longer substandard

Section III. Commercial Revitalization or Economic Development

**Recipients of Commercial Revitalization grants should only respond to items with an asterisk (*).*

*Number of businesses assisted with commercial facade treatment

*Number of businesses assisted that provide goods or services to meet the needs of a service area, a neighborhood, or a community

*Number of businesses assisted

Number of new businesses assisted

Number of existing businesses assisted

Number of existing businesses expanding

Number of existing businesses relocating

Number of full-time positions created

Number of full-time positions retained

Number of full-time low/mod positions created

Number of full-time low/mod positions retained

Number unemployed prior to taking jobs created by this activity

Number of jobs with employer-sponsored health care benefits

Section III. Commercial Revitalization or Economic Development (continued)

Enter in the spaces below the number of jobs created by type:

Officials and Managers	Sales	Operatives (semi-skilled)
Professional	Technicians	(unskilled) Service workers
Office and Clerical	Craft workers (skilled)	Laborers

***For each business assisted, enter the business name and DUNS #:**

Business	DUNS #
Business	DUNS #
Business	DUNS #
Business	DUNS #
Business	DUNS #
Business	DUNS #
Business	DUNS #

Section IV. Housing

(To be completed by Housing Rehabilitation grant recipients)

Number of houses rehabilitated

Number of one-for-one replacements

Number of permanent displacements/relocations

Number of units occupied by the elderly

Number of units made handicapped accessible

Number of units qualified as "energy star"

Number of units brought into compliance with lead safety requirements

If applicable, number of beds created in overnight shelter or emergency housing

Did the activity involve rental housing?	Yes	No
--	-----	----

Did the project include:

- | | | |
|--|-----|----|
| • Installing security devices | Yes | No |
| • Installing smoke detectors | Yes | No |
| • Performing emergency housing repairs | Yes | No |
| • Providing supplies and equipment for painting houses | Yes | No |
| • Operating a Tool Lending Library | Yes | No |

All Housing grant recipients must complete the Housing Benefit form (HB-12.06).

HOUSING BENEFIT (Form HB-12.06)

4

(A) Activity #	(B) Activity Name	(C) IDIS #	(D) CDBG Accomplishments Contracted To Date	(E) Current Approved CDBG Budget	(F) CDBG Funds Received To Date	(G) Final RFF At Closeout (If Applicable)	Other Leverage Funds Expended

(H) Total CDBG Approved Budget:	Total of Column (E)	\$
(I) Total CDBG Funds Received To Date:	Total of Column (F)	\$
(J) Total Amount of Final RFF:	Total of Column (G)	\$
(K) Total Amount of CDBG Funds Requested:	Total of Column (F) + (G)	\$
(L) Refund Due to DCA:	If Line (K) is greater than Line (H) indicate the difference	\$
(M) Amount to be Deobligated:	If Line (I) is less than Line (H)	\$

—

	#	Hispanic	Ethnic
total			

Section VII. PROPERTY MANAGEMENT REGISTER (12.06)
ATTACHMENT A (IF REQUIRED)

Recipient		Contract End Date		
Contract Number		Local Contact		
	1	2	3	4
Description of Property or Type of Equipment				5
Identification Number				
Date of Purchase or Acquisition				
Total Cost of Property				
CDBG Cost				
CDBG % of Total Cost				
Physical Location				
Condition (New or Used)				
Residual Value				
Disposition Date				
Disposition Amount				
Method of Disposition				

Section VIII. CLOSEOUT APPROVAL (12.06)

I certify that, to the best of my knowledge, all activities undertaken by the Recipient with funds under this grant agreement have been carried out in accordance with the grant agreement, that proper provision has been made for the payment of all paid costs identified; that the State of Florida is under no obligation to make further payment to the Recipient under the grant agreement in excess of the amount identified on Line J of the STATUS OF ACCOMPLISHMENTS AND EXPENDITURES (12.06) form submitted with this closeout package; that every statement and amount set forth in this instrument is true and correct as of this date; that all required audits as of this date have been submitted and approved; and I acknowledge that the DCA reserves the right to recover any disallowed costs identified in an audit completed after this closeout.

Chief Elected Official

Signature

Name and Title

Date

For DCA use only:

Approval of this Closeout Package authorizes the deobligation of unexpended CDBG contract funds in the amount of \$ _____.

Division of Housing and Community Development

DCA Finance and Accounting Section

Name and Title

Name and Title

Date

Date

Insert

EXHIBIT "A"
LOCAL HOUSING ASSISTANCE PLAN (LHAP _____)

EXHIBIT "B"

FEDERAL GRANT

**DEPARTMENT OF HOUSNG AND
URBAN DEVELOPMENT
(H U D)**

BOILER PLATE

FOR

**COMMUNITY DEVELOPMENT BLOCK
GRANT PROJECTS**

2005 CDBG Disaster Recovery Initiative

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SUPPLEMENTARY CONDITIONS

I. FEDERAL GRANTS PROJECTS:

- 1.1 By virtue of the fact that funding of this project will be delivered in full or in part from the United States government through:**

**COMMUNITY DEVELOPMENT/HUD and referred
Hereto as (Federal Agency)**

NO. B-94-UC-12-00001

Federal assurances must follow the grant application in addition to any and all supervening assurances set forth in Rules and Regulations published in the Federal Register or CFR.

- 1.2 Clauses, terms or conditions required by federal grantor agency are hereby attached and made a part of this Project Manual.**

REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE COMPLETED AND SUBMITTED WITH THE BID IN ORDER FOR THE BIDDER TO BE CONSIDERED RESPONSIVE:

1. ELIGIBLE JOBS AVAILABILITY FORM or UNAVAILABILITY CERTIFICATION, Pages Nos. 15 or 16 respectively.
2. BIDDER'S INITIAL SECTION 3 GOALS, Page No. 12.

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD OF CONTRACT:

1. Certification of F. Y. 1988 Restrictions on the Award of Certain Contracts and Subcontractors to Foreign Countries, Pages 6 through 7.
2. Certification of Bidder Regarding Equal Employment Opportunities, (EEO) Page 8.
3. Certification of Proposed Subcontractor Regarding Equal Employment Opportunities (EEO), Page 9.
4. Broward County Section 3 Form, Page 13
5. Certification of Non-Segregated Facilities, Page 27.
6. Notice to Labor Unions or other organizations of Workers **Nondiscrimination In employment**, Page 28.

Note:

Where there is a conflict between COUNTY requirements set forth in the Contract Documents and a more stringent State or Federal requirements which is set forth in the Supplementary Conditions Section, the more stringent requirements shall prevail.

**SPECIAL REQUIREMENTS OF BROWARD COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS**

- 1) On the 11th day of October, 1983, the Board of County Commissioners passed a Resolution approving concept of First-Source Hiring as a method to induce contractors who receive bid awards under the Emergency Jobs Bill and other Community Development Block Grant Programs, to hire unemployed residents of Broward County. The funds made available for work to be performed under this contract authorized by Public Law 98-8, commonly known as the Jobs Bill, require that these funds be obligated and disbursed as rapidly as possible so as to quickly assist the unemployed and the needy. These funds should be used to maximize the immediate creation of new employment opportunities to individuals who are unemployed at least fifteen (15) weeks out of the last twenty-six (26) weeks.
- 2) Prime and Subcontract Awards are crucial to the achievement of the success of this program. Therefore, the Prime Contractor shall, and shall require each subcontractor, to fulfill the County requirements by accepting referrals and interviewing eligible laborers and/or trainees as outlined in paragraph (4) below. These eligible laborers and trainees shall fill entry-level positions in the contractor's construction work force and be provided with meaningful training in order to increase the likelihood that they be absorbed into the permanent work force upon completion of the project if the contractor has entry-level positions available.
- 3) **For bidders to be responsive each must submit with their bids the "Eligible Jobs Availability Form" (page 15) or the "Unavailability Certification" (page 16) and the Bidder's Initial Section 3 Goals (page 12). No forms will be accepted after the bid due time. No exceptions.**
- 4) If the successful bidder has eligible job vacancies available, it is the bidder's responsibility to contact Workforce One at least two (2) weeks before the commencement of construction in order to obtain job recruitment referrals.
- 5) **To obtain a list of job recruitment referrals the contractor shall contact:** Workforce One, 2610 W. Oakland Park Boulevard, Fort Lauderdale, Florida 33311. Telephone (954) 677-5627.
- 6) In the event of the occurrence of any vacancy of eligible job positions at any time during the project, the contractor shall immediately contact Workforce One for new referrals in order to fill those vacancies.
- 7) In the event that Workforce One is unable to provide referrals in a timely manner, upon notification from the contractor, the contractor shall immediately notify the County who shall provide the contractor with a contact name at the Florida State Employment Service.
- 8) Contractor shall refer all entry-level job applicants contacting him directly to Workforce One for determination for their eligibility.
- 9) Contractor may obtain from Workforce One or the Community Development Division information regarding wage subsidies and tax credits as related to the employment to

low income persons and residences of enterprise zones.

- 10) Contractor shall include, or cause to be included, in all subcontracts covering any of the work covered by this contract, the requirements applicable to the Contractor and appearing herein. The requirements for subcontractors only apply to labor and installation subcontracts and exclude materials and supplies subcontracts.
- ~~11) Nothing herein shall be construed to require or warrant the award of a bid to a Prime Contractor when it is not the lowest responsive bid when two (2) or more bidders either meet the requirements or certify that no entry level positions are available.~~
- 12) Nothing herein shall be construed to require a Prime Contractor to award a subcontract bid if it is not the lowest responsive bid.
- 13) Nothing herein shall be construed to indicate that a higher level of Jobs Bill Involvement will give the bidder the right of award over other bidders who have agreed to accept referrals from Workforce One. However, when all elements of a bid are substantially equal, the number of entry-level positions available may be used to break ties.

14) **DEFINITIONS**

- a. **Laborer:** Includes at least those workers whose duties are manual or physical in nature, including those workers who use tools or who are performing the work of trade
- b. **Trainee:** Includes a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the United States Department of Labor and Employment Training Administration as meeting its standards for the on-the-job training programs which have been certified by that Administration.

CERTIFICATION OF FISCAL YEAR 1988 RESTRICTIONS ON THE AWARD OF CERTAIN CONTRACTS AND SUB-CONTRACTS TO FOREIGN COUNTRIES

This certification is to verify that the offeror 1) is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S. Trade Representative (USTR); 2) has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list, and 3) will not provide any product of a country included on the USTR list. These prohibitions also apply to certain products used in these activities, such as affixed equipment, electronics, utilities, and instruments.

Grantees or subgrantees recipients entering into contract for construction, alteration, or repair of any public building or public work project subject to the prohibitions described in this Notice shall include the following provision in all such contracts:

Restriction on Public Building and Public Works Projects.

Definitions.

"Component" as used in this clause, means those articles, materials, and supplies incorporated directly into the product.

"Product", as used in this clause, means construction materials - i.e. articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product BROWARD COUNTY will consider a product as product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mine, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

"Contractor or subcontractor of a foreign country", as used in this clause, means any contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

1. If 50 percent or more of the contractor or subcontractor is owned by a citizen or national of the foreign country;
2. If the title of 50 percent or more of the stock of the contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;

3. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.
4. In the case of partnership, if any general partner is a citizen of the foreign country;
5. In the case of a corporation, if its president or other chief executive officer or the chairman or its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizen of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
6. In the case of a contractor or subcontractor who is a joint venture, if any participation firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a) (1) through (5) of this clause.

(b) Restrictions

The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (See Paragraph (c) of this clause), or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR List

The USTR published a list in the Federal Register in accordance with section 109(c) of publication L 100-202 where countries can be added or deleted.

(d) Certification

The Contractor may rely upon the certification of a prospective subcontractor that is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(e) Subcontracts

The Contractor shall incorporate this clause, modified only for the purpose of property

Contractor

Date

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids or prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

CERTIFICATION BY BIDDER

BIDDER'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____

If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Signature

Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

Name of Prime Contractor

Project No. /Project Name

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bids of prospective contractor, or any of their proposed subcontractors, should state as an initial part of the bid or negotiations of the contract whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the Certification indicates that the apparent successful bidder has not filed a compliance report due under applicable instructions, bidder shall submit a compliance report prior to award. NO CONTRACT SHALL BE AWARDED UNLESS SUCH REPORT IS SUBMITTED.

SUBCONTRACTOR'S CERTIFICATION

SUBCONTRACTOR'S NAME: _____

ADDRESS: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100. Yes _____ No _____
4. If answer to item is "No", please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (please print)

Signature

Date

SECTION 3 REQUIREMENTS

I. ASSURANCE STATEMENT

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance.

II. AFFIRMATIVE ACTION PLAN for UTILIZATION OF PROJECT AREA BUSINESS

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

- (a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project.
- (b) Analyze the information set forth in paragraph (a) and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) and set forth a goal or target number and estimated dollar amount to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.
- (c) Outline the anticipated program to be used to achieve the foals for each business and/or professional category identified. This program should include but not be limited to the following actions:
 - (1) Insertion in bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor letting the contract; and
 - (2) Identification within the bid documents, if any, of the applicable Section 3 project area.
 - (3) Ensuring that the appropriate business concerns are notified of pending Contractual opportunities either personally or through locally utilized media. (See attached Section 135.70 excerpt).

III. BIDDING AND NEGOTIATION REQUIREMENTS

Every applicant and recipient shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known, where not known, such information shall be supplied prior to the signing of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

When a bidding procedure is used to let the contract, the invitation or Solicitation for bids shall advise prospective contractors of the requirements of these regulations.

Plan for utilization of project area business should be inserted in the bid documents by applicant, recipient and contractors. The recipient must have indicated therein that Section 3 applies to the project and what is expected of them. All contractors who bid a job must show in their bid what they will do to implement Section 3. They must in the bid commit themselves to a goal and show what they intend to do to reach that goal. When the bids are opened, they must be evaluated in terms of the bidders' responsiveness to Section 3. A bid which lacks a commitment to Section 3 or which lacks a goal or plan to reach a goal may be judged nonresponsive.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause and Assurance of Compliance are made a part of all contracts.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible business and entrepreneurs within category over the duration of the Section 3 covered project.

IV. UTILIZATION OF LOWER INCOME RESIDENTS AS TRAINEES & EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall make a good faith effort to fill all vacant training and occupational category positions with lower income project area residents.

BIDDER'S INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968.
 2. The Bidder estimates that there will be _____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semi-skilled, unskilled, labor and trainees) by category.
 3. Of these new employees, the Bidder plans to hire at least _____% (percent) from the Section 3 Covered Area (Broward County).
-

I, _____ (please print), as an Authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968 and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract, Broward County Community Development Division will monitor the project to assure compliance with this plan.

Date

Signature

Employer Federal ID #

Company Name

BROWARD COUNTY SECTION 3 FORM

Name of Project: _____

Amount of Contract: \$ _____

Prime Contractor: _____

Address: _____

Will you hire new employees as a result of this contract? Yes [] No []

Background: _____

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are generated because of a project or activity undertaken by a recipient or HUD financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts for the work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low-income persons in their recruitment and solicitation efforts, but that, in fact, extra or greater efforts be undertaken to these persons aware of the existence of economic opportunities, encourage their application for these opportunities, and facilitate the employment or, or award of contract to these persons.

A Section 3 resident is defined as:

- A public housing resident; or
- An individual who resides in the metropolitan county in which the Section 3 covered assistance is expended and who is: (i) a low-income person; or (ii) a very low-income person

Check all that apply (you must check at least one (1) of the following):

Refer to the Income Limits Chart for Broward County below to determine if your total household income is at or below the low-income limit depending upon the total number of persons residing in the household.

- ☐ Your business is at least 51% or more owned by Section 3 residents.
- ☐ At least 30% of your permanent, full-time workforce employees are comprised of current Section 3 residents.
- ☐ At least 30% of your permanent, full-time workforce employees who within the 3 years of employment with your business were Section 3 residents.
- ☐ Your business will provide evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which meet the above qualifications.
- ☐ My business does not meet any of the above qualifications and I cannot commit to subcontract in excess of 25% of the dollar award of all subcontractors to be awarded to businesses which do meet the above qualifications.

2007 CDBG INCOME LIMITS FOR BROWARD COUNTY, FLORIDA

Family Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Very Low Income	\$21,500	\$24,550	\$27,650	\$30,700	\$33,150	\$35,600	\$38,050	\$40,500
Low Income	\$34,350	\$39,300	\$44,200	\$49,100	\$53,050	\$56,950	\$60,900	\$64,800

MONTHLY SECTION 3 COMPLIANCE REPORT

CONTRACTOR: _____

SUBCONTRACTOR: _____
(If applicable)

PROJECT NAME: _____

for the MONTH of _____, Year _____

This report is required of all contractors/subcontractors having contracts which are funded whole or in part with Community Development Block Grant funds. This report must be submitted to the Broward County Community Development Division no later than ten (10) days after the end of the reported month.

Please answer the following questions accurately and completely:

1. How many new employees were hired to work on this project during the month? _____
2. Of those hired during the month, how many were residents of the Section 3 Covered Area (Broward County)? _____

I, _____ (please print), do hereby certify that the above information is true and correct. I further certify that we have been informed of and understand our responsibilities in utilizing Section 3 Covered Area businesses and residents during performance of our contract.

Date

Signature & Title

SECTION 3
ELIGIBLE JOBS AVAILABILITY FORM

(Name of Contractor)

(Contract No.)

(Location)

Available Entry Level Jobs

Salary Level

Maximum Duration of Employment

The undersigned agrees to accept referrals from Workforce One and to interview referrals for the above-designated positions.

(If incorporated sign here)

ATTEST

CONTRACTOR

Secretary

By _____

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

CONTRACTOR

By _____

SECTION 3
UNAVAILABILITY CERTIFICATION

I, _____, _____ (Title)

of _____
(Prime Contractor)

Certify that the undersigned does not have any entry-level jobs available. However, should such jobs become available during the project period, the undersigned agrees to accept referrals from Workforce One to interview these referrals for the available positions.

(If incorporated sign here)

ATTEST

CONTRACTOR

Secretary

By _____

(CORPORATE SEAL)

(If not incorporated sign here)

WITNESSES:

CONTRACTOR

By _____

***** ATTENTION BIDDERS *****

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) NOTICE

A Bidder, to be considered **RESPONSIBLE**, must comply with the requirements set forth below and the requirements set forth in the M/WBE section of this Invitation for Bid. If a Bidder fails to comply with the stated requirements, the Bidder shall be **NONRESPONSIBLE** and the bid shall be **rejected**.

To be considered **RESPONSIBLE**, a Bidder must submit the following form(s) **PRIOR TO AWARD**.

**** IF YOU HAVE MET ALL OF THE M/WBE GOALS FOR THE BASE BID EXCLUSIVE OF ALTERNATE BID ITEMS, IF ANY, YOU MUST SUBMIT THE FOLLOWING FORM:**

- **A SCHEDULE OF M/WBE PARTICIPATION (FORM 2004-2)**

The Schedule of M/WBE participation should address ALL identified classifications of M/WBE participation.

**** IF YOU HAVE PARTIALLY MET THE M/WBE GOALS FOR THE BASE BID EXCLUSIVE OF ALTERNATE BID ITEMS, IF ANY, YOU MUST SUBMIT THE FOLLOWING FORMS:**

- **A SCHEDULE OF M/WBE PARTICIPATION (FORM 2004-2)**
- **A SCHEDULE OF M/WBE UNAVAILABILITY FORM (FORM 2004-3)**

If you have failed to satisfy all of the M/WBE goals, but have some participation, you must submit **TWO** forms. The Schedule of M/WBE Participation should include all contractors that you have contracted with but were not able to participate in the Contract. Each form should address the appropriate classification of M/WBE. For example, if you have satisfied M/WBE goals for minority contractors, and you did not get any participation from women contractors, you should submit a Schedule of M/WBE Participation for the minority contractors and a Schedule of M/WBE Unavailability listing all of the women contractors you contacted to participate. If the Schedule of M/WBE Participation lists ALL M/WBE classifications, but represents less than the goals, you should submit the Schedule of M/WBE Unavailability listing other M/WBE contractors contacted.

**** IF YOU HAVE NO M/WBE PARTICIPATION FOR THE BASE BID EXCLUSIVE OF ALTERNATE BID ITEMS, IF ANY, YOU MUST SUBMIT THE FOLLOWING FORM:**

- **A SCHEDULE OF M/WBE UNAVAILABILITY (FORM 2004-3)**

The Schedule of M/WBE Unavailability should address ALL classification of M/WBE's. This form should be used when you have solicited M/WBE participation for the Contract, but were unsuccessful in obtaining M/WBE participation. You should list all M/WBE contractors that were contacted, or attempts made by you to solicit M/WBE contractors.

M/WBE CERTIFICATION:

Each M/WBE must be certified as an M/WBE by the Division of Equal Employment and the Small Business Opportunity. Any M/WBE that does not have an M/WBE Certification on file with the Division of Equal Employment and Small Business Development Division must file an application for certification. Uncertified M/WBE's and M/WBE's that fail to file an application for certification shall not be included in the review and determination as to whether a Bidder has satisfied the M/WBE goals.

REQUIREMENTS FOR CONTRACTS WITH M/WBE GOALS

1. M/WBE prime and subcontract awards and minority-majority ventures are crucial to the achievement of M/WBE goals. Therefore, goals of participation by M/WBE firms have been set for the Project as set forth on the Deviation page.
2. All Bidders, to be responsible, must submit all forms required by the SDBD (Small Development Business Division) prior to award in order to document compliance with the goals set forth for this Project. The forms submitted shall only address the base bid exclusive of any alternate bid item(s), if any. M/WBE participation for alternate bid item(s), if any, shall be addressed after bid opening pursuant to Section 10/5 hereof.
3. Bidders may submit revised Schedules of M/WBE Participation upon approval of the Division of Equal Employment and Small Business Opportunity. Any change prior award shall only involve the utilization of M/WBE contractors certified by the Division of Equal Employment and Small Business Development Division.
4. All Bidders submitting an M/WBE Unavailability Certification must be able to demonstrate through proper documentation their reasonable efforts to meet the goal if they wish to remain eligible for award. Reasonable efforts as determined by the Division of Equal Employment and Small Business Opportunity to meet the M/WBE Contract goals may include, but are not limited, to:
 - 4.1 Attendance at any scheduled prebid meeting concerning M/WBE participation.
 - 4.2 Timely advertisement in general circulation media, trade association publications, and minority-focus media.
 - 4.3 Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids.

- 4.4 Proof of written solicitations to M/WBE firms.
- 4.5 Efforts to select portions of the work proposed to be performed by M/WBE in order to increase the likelihood of achieving the stated goal.
- 4.6 Efforts to provide M/WBE's that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- 4.7 A report submitted by the Bidder to the Division of Equal Employment and Small Business Development Division prior to the award explaining the Bidder's efforts to obtain M/WBE participation. The report shall include the following:
 - 4.7.1 A detailed statement of the timely efforts made to negotiate with M/WBE's including at a minimum the names, addresses, and telephone numbers of M/WBE's who were invited to bid or otherwise contacted; a description of the information provided to M/WBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with M/WBE, if needed to meet the stated goal, were not reached.
 - 4.7.2 A detailed statement of the efforts made to select portions of the work proposed to be performed by M/WBE in order to increase the likelihood of achieving the stated goal.
 - 4.7.3 As to each M/WBE which bids on a Subcontract but which the Bidder considers to be unqualified, a detailed statement of the reasons for the Bidders conclusion **must be provided**.
 - 4.7.4 As to each M/WBE invited to bid, but which the Bidder Considers to be unavailable because of lack of bid response or the submission of a bid which was not the low responsive bid, an Unavailability Certificate signed by the Bidder **must be provided**.
- 5. A Letter of Intent to perform as a Subcontractor executed by each M/WBE Subcontractor listed on the Schedule of M/WBE Participation must be submitted to the Division of Equal Employment and Small Business Opportunity prior to award. The Letter of Intent form may be obtained at the Division of Equal Employment and Small Business Opportunity. The information contained within the Letter of Intent and the information contained within the M/WBE Participation Schedule should be the same as to content.
- 6. Each M/WBE listed on the Schedule of M/WBE Participation must be certified as an M/WBE in order to be eligible for award. Any M/WBE which does not already have an M/WBE Identification Affidavit certifying their M/WBE status on file with the Division of Equal Employment and Small Business Opportunity must file an application for certification at least ten (10) calendar days prior to bid opening in order to allow the

Division of Equal Employment and small business opportunity sufficient time to complete the certification process prior to award. In the event that the M/WBE is not certified by the Division of Equal Opportunity and Small Business Opportunity, the Bidder must select a M/WBE firm from the directory maintained by the Division of Equal Employment and Small Business Opportunity (www.broward.org/smallbusiness firms directory) or file with that office an M/WBE Unavailability Certificate, within ten (10) calendar days from receipt of notice of non-certification. A Joint Venture Eligibility Application (if the Bidder is a Joint Venture with an M/WBE participant) must be submitted to the Division of Equal Employment and Small Business Opportunity prior to the award. The Joint Venture Eligibility application may be obtained at the Division of Equal Employment and Small Business Opportunity.

7. These Contract Documents may include additional terms and conditions required by federal or state grantor agencies. In the event of any discrepancy between the grantor agency's SDBE policies or programs the more stringent policy (for example, the program with higher goals) shall apply.
8. A responsive low bid of a Bidder, who is otherwise responsible, will not be rejected because either or both of the M/WBE goals cannot be met, if the Bidder complies with the requirements set forth within Section 4 above.
9. The degree of M/WBE participation shall be calculated as follows:
 - a. A joint venture, consisting of minority and majority business Enterprises functioning as a prime contractor will be credited with minority participation on the basis of percentage of profit to accrue to the M/WBE. [For example, if a minority-majority joint venture proposed to perform fifty percent (50%) of a project quoted at \$500,000.00 and fifth percent (50%) of the profits to accrue to the minority partner in the joint, minority participation will be credited as twenty-five percent (25%) of the work of \$125,000.00.]
 - b. M/WBE prime contractors will be credited with minority participation for that portion of the Contract which they perform and that portion contracted to M/WBE firms. [For example, if an M/WBE contractor proposed to perform fifty percent (50%) of a project quoted at \$500,000.00 and subcontracts twenty-five percent (25%) to a majority firm and twenty-five percent (25%) to an M/WBE firm, minority participation will be credited at seventy-five percent (75%) or \$375,000.00] Bidder shall indicate percentages on the Schedule of M/WBE Participation.
 - c. The Bidder may count toward its M/WBE goals expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers, provided that the M/WBE assume the actual and contractual responsibility for the provision of the materials and supplies.
 - d. The dollar amount of participation of a firm owned by minority women may be applied to either the female goal of the minority goals,

but not to both.

- e. Certain projects may include alternate bid item(s) for which a Bidder is required to submit a bid and for which COUNTY reserves the right to award after bid opening. In such instances that **COUNTY chooses to exercise the right to award alternate bid item(s), M/WBE goals shall apply** to the alternate bid item(s) to be awarded. Prior to award, the successful Bidder shall submit to COUNTY all forms required by the M/WBE Notice as applicable to the alternate bid item(s) to be awarded. Failure to submit the required forms shall result in the Bidder being deemed nonresponsive and the bid shall be rejected.
 - f. COUNTY shall review each proposed Change Order that, by itself or aggregated with previous Change Order requests, increases the Contract Price by ten percent (10%) of the initial Contract Price or Fifty Thousand Dollars (\$50,000.00), whichever is less, for opportunities to include or increase participation of M/WBE's already involved in the Contract. The successful Bidder shall demonstrate that it makes good faith efforts to include M/WBE participation in Change Order work and shall report such efforts to the Division of Equal Employment and Small Business Opportunity.
- 10. On-site reviews to monitor the successful Bidder's progress in achieving and maintaining contractual M/WBE obligations will be carried out by the Contract Administrator in conjunction with the Division of Equal Employment and Small Business Opportunity.
 - 11. The successful Bidder agrees to enter into a formal contract with the M/WBE contractors which are listed on the Schedule of M/WBE Participation upon execution of the contract with the COUNTY.
 - 12. The successful Bidder shall be required to submit bi-monthly reports to the Contract Administrator with the pay request on a form which may be obtained at the Division of Equal Employment and Small Business Opportunity regarding compliance with M/WBE regulations. In addition, the successful Bidder must inform COUNTY immediately when an M/WBE Subcontractor is not able to perform. If the successful Bidder is unable to substitute the unavailable M/WBE with another certified M/WBE, the actual substitution of a non-M/WBE subcontractor may not occur until the Division of Equal Employment and Small Business Opportunity has verified the good faith efforts of the successful Bidder to substitute the unavailable M/WBE with another certified M/WBE.
 - 13. Nothing herein shall be construed to require a Bidder to award a subcontract to an M/WBE if it is not the lowest responsive, responsible bid.
 - 14. Nothing herein shall be construed to indicate that a higher level of M/WBE involvement above the stated goal in a solicitation will give the Bidder the right to award over other Bidders who have met the M/WBE goal or fully justified that they had made all reasonable efforts to do so.

15. Division of Equal Employment and Small Business Opportunity of COUNTY maintains a directory of M/WBE's which is available to all Bidders.
16. Any Bidder of this Contract shall be prohibited from entering into any agreement with an M/WBE whereby the M/WBE cannot offer its services to other Bidders on this Project.
17. COUNTY encourages the successful Bidder to use minority owned-and-operated banks.

18. **DEFINITIONS AND M/WBE QUALIFICATIONS:**

Applicable definitions and M/WBE qualifications shall be as provided by COUNTY ordinance and administrative regulations, as amended from time to time, and shall be available through the Division of Equal Employment and Small Business Opportunity.

19. Where minority goals are applicable or if a minority firm directory is needed visit the website below:

Small Business Division Website: <http://www.broward.org.smallbusiness>

Small Business Division address: 115 S. Andrews Avenue. Room A640 (annex)
Ft. Lauderdale, FL 33301

Small Business Division phone: (954) 357-6400 **Fax:** (954) 357-6010

BIDDERS M/WBE RESPONSE SHEET

TE: THIS FORM SHOULD BE COMPLETED BY THE BIDDER AND RETURNED WITH THE BID AND SCHEDULES(S) OF M/WBE PARTICIPATION AND/OR UNAVAILABILITY. ALL CATEGORIES OF M/WBE CONTRACTORS MUST BE ADDRESSED.

Please check appropriate boxes:

	<u>WOMEN</u>	<u>AFRICAN AMERICANS</u>	<u>HISPANIC AMERICANS</u>	<u>ASIAN PACIFIC AMERICANS</u>	<u>NATIVE AMERICANS</u>	<u>OTHER GROUPS*</u>
ALL M/WBE GOALS HAVE BEEN MET	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

• Submit Schedule of M/WBE Participation

M/WBE GOALS HAVE BEEN PARTIALLY MET	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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- Submit Schedule of M/WBE Participation and
- Submit Schedule of M/WBE Unavailability

NO M/WBE GOALS HAVE BEEN MET	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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- Submit Schedule of M/WBE Unavailability _____

*"OTHER GROUPS", if any, shall include those M/WBE groups not specifically named above, but required to be addressed as noted on the Deviation page.

Signature: _____ Title: _____

Date: _____

INSERT M/WBE GOALS

or

Sheltered Market Documentation

FLORIDA STATUTES

Title XLI Statute of Frauds, Fraudulent Transfers, And General Assignments Chapter 725
Unenforceable Contracts View Entire Chapter

725.06 Construction contracts; limitation on indemnification

Any portion of any agreement or contract for or in connection with, or and guarantees of or in connection with, any construction, alteration, repair, or demolition of a building, structure, appurtenance, or appliance, including moving and excavating associated therewith, between an owner of real property and an architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman or an combination thereof wherein any party referred to herein promises to indemnify or hold harmless the other party to the agreement, contract, or guarantee for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the indemnitee arising from the contract or its performance, shall be void and unenforceable unless the contract contains a monetary limitation on the extent of the indemnification that bears a reasonable commercial relationship to the contract and is part of the project specifications or bid documents, if any. Notwithstanding the foregoing, the monetary limitation on the extent of the indemnification provided to the owner of real property by any party in privity of contract with such owner shall not be less than \$1 million per occurrence, unless otherwise agreed by the parties. Indemnification provisions in any such agreements, contracts, or guarantees may not require that the indemnitor indemnify the indemnitee for damages to persons or property caused in whole or in part by any act, omission, or default of a party other than:

(a) The indemnitor;

(b) Any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees; or

(c) The indemnitee or its officers, directors, agents, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the indemnitee or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents or any tier of their respective employees.

(2) A construction contract for a public agency or in connection with a public agency's project may require a party to that contract to indemnify and hold harmless the other party to the contract, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

(A) A Certification of Nonsegregated Facilities, as requested by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal

Opportunity Clause. A certification form is enclosed with the Bid Proposal Form and should be submitted with each CONTRACTOR'S BID, but must be submitted prior to award.

(B) CONTRACTORS receiving federally assisted Construction Contract awards exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity clause will be required to provide for the forwarding of the following Notice to Prospective Subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause:

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

(a) Certification of Nonsegregated Facilities, as required by the May 1967, Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a federally assisted Construction Contract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) CONTRACTORS receiving subcontract awards exceeding \$10,000.00 which are not exempt from the provision of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.00 and are not exempt from the provisions of the Equal Opportunity Clause.

(c) A Certification for regarding Equal Employment Opportunity is also enclosed with the Bid Proposal Form and should be submitted by the CONTRACTOR with his bid, but must be submitted prior to award.

(d) The Notice to Labor Unions on the following page shall be forwarded by the CONTRACTOR in accordance with Paragraph 3 of Nondiscrimination Provisions to be included in Federally Assisted Construction Contracts.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439 May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

Signature of Bid
Prospective Contractor

ADDRESS (including zip code)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Street Address

City, State, Zip

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion (sub-contractors)**

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name

Local Government

Title

CDBG Contract Number

Firm

Street Address

City, State, Zip

Date

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with

(Name of Applicant)

involving funds or credit of the U.S. Government of (a) subcontract (s) with prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and In accordance with Executive Order 11246, dated September 4, 1965, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

LABOR REQUIREMENTS (Applicable to all Prime and Sub-contractors)

Grantees must comply with certain regulations on wage and labor standards. In the case of Davis-Bacon and the Contract Work Hours and Safety Standards Acts, every construction (in the case of residential construction, projects with eight or more units) triggers the requirements.

- Davis-Bacon and Related Acts (40 USC 276(a)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance, and excludes from wage requirements apprentices enrolled in bona fide apprenticeship programs.
- Contract Work House and Safety Standards Act, as amended (40 USC 327-333): Provides that mechanics and laborers employed on Federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and health working conditions.
- Copeland (Anti-Kickback) Act (40 USC 276c): Governs the deductions from paychecks that are allowable. Makes it a criminal offense to induce anyone employed on a Federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.
- Fair Labor Standards Act of 1938, As Amended (26 USC 201,et.seq.): Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

Responsibility of the Prime Contractor

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or the Department of Labor.

29 CFR 1.6 - Use and effectiveness of wage determinations.

Section Number: 1.6

Section Name: Use and effectiveness of wage determinations.

(a)(1) Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If such a wage determination is not used in the period of its effectiveness it is void. Accordingly, if it appears that a wage determination may expire between bid opening and contract award (or between initial endorsement under the National Housing Act or the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937, and the start of construction) the agency shall request a new wage determination sufficiently in advance of the bid opening to assure receipt prior thereto. However, when due to unavoidable circumstances a determination expires before award but after bid opening (or before the start of construction, but after initial endorsement under the National Housing Act, or before the start of construction but after the execution of an agreement to enter into a housing assistance payments contract under section 8 of the U.S. Housing Act of 1937), the head of the agency or his or her designee may request the Administrator to extend the expiration date of the wage determination in the bid specifications instead of issuing a new wage determination. Such request shall be supported by a written finding, which shall include a brief statement of the factual support, that the extension of the expiration date of the determination is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all of the circumstances, including an examination to determine if the previously issued rates remain prevailing. If the request for extension is denied, the Administrator will proceed to issue a new wage determination for the project.

(2) General wage determinations issued pursuant to Sec. 1.5(b), notice of which is published in the Federal Register, shall contain no expiration date.

(b) Contracting agencies are responsible for insuring that only the appropriate wage determination(s) are incorporated in bid solicitations and contract specifications and for designating specifically the work to which such wage determinations will apply. Any question regarding application of wage rate schedules shall be referred to the Administrator, who shall give foremost consideration to area practice in resolving the question.

(c)(1) Project and general wage determinations may be modified from time to time to keep them current. A modification may specify only the items being changed, or may be in the form of a supersede wage determination, which replaces the entire wage determination. Such actions are distinguished from a determination by the Administrator under paragraphs (d), (e) and (f) of this section that an erroneous wage determination has been issued or that the wrong wage determination or wage rate schedule has been utilized by the agency.

(2)(i) All actions modifying a project wage determination received by the agency before contract award (or the start of construction where there is no contract award) shall be effective except as follows:

(A) In the case of contracts entered into pursuant to competitive bidding procedures, modifications received by the agency less than 10 days before the opening of bids shall be effective unless the agency finds that there is not a reasonable time still available before bid opening, to notify bidders of the modification and a report of the finding is inserted in the contract file. A copy of such report shall be made available to the Administrator upon request. No such report shall be required if the modification is received after bid opening.

(B) In the case of projects assisted under the National Housing Act, modifications shall be effective if received prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.

(C) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, modifications shall be effective if received prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is executed, whichever occurs first.

(ii) Modifications to project wage determinations and supersede wage determinations shall not be effective after contract award (or after the beginning of construction where there is no contract award).

(iii) Actual written notice of a modification shall constitute receipt.

(3) All actions modifying a general wage determination shall be effective with respect to any

project to which the determination applies, if notice of such actions is published before contract award (or the start of construction where there is no contract award), except as follows:

(i) In the case of contracts entered into pursuant to competitive bidding procedures, a modification, notice of which is published less than 10 days before the opening of bids, shall be effective unless the agency finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file. A copy of such report shall be made available to the Administrator upon request. No such report shall be required if notice of the modification is published after bid opening.

(ii) In the case of projects assisted under the National Housing Act, a modification shall be effective if notice of such modification is published prior to the beginning of construction or the date the mortgage is initially endorsed, whichever occurs first.

(iii) In the case of projects to receive housing assistance payments under section 8 of the U.S. Housing Act of 1937, a modification shall be effective if notice of such modification is published prior to the beginning of construction or the date the agreement to enter into a housing assistance payments contract is signed, whichever occurs first.

(iv) If under paragraph (c) (3) (i) of this section the contract has not been awarded within 90 days after bid opening, or if under paragraph

(c)(3)(ii) or (iii) of this section construction has not begun within 90 days after initial endorsement or the signing of the agreement to enter into a housing assistance payments contract, any modification, notice of which is published in the Federal Register prior to award of the contract or the beginning of construction, as appropriate, shall be effective with respect to that contract unless the head of the agency or his or her designee requests and obtains an extension of the 90-day period from the Administrator. Such request shall be supported by a written finding, which shall include a brief statement of the factual support, that the extension is necessary and proper in the public interest to prevent injustice or undue hardship or to avoid serious impairment in the conduct of Government business. The Administrator will either grant or deny the request for an extension after consideration of all the circumstances.

(v) A modification to a general wage determination is "published" within the meaning of this section on the date of publication of notice of such modification in the Federal Register, or on the date the agency receives actual written notice of the modification from the Department of Labor, whichever occurs first.

(vi) A supersede wage determination or a modification to an applicable general wage determination, notice of which is published after contract award (or after the beginning of construction where there is no contract award) shall not be effective.

(d) Upon his/her own initiative or at the request of an agency, the Administrator may correct any wage determination, without regard to paragraph (c) of this section, whenever the Administrator finds such a wage determination contains clerical errors. Such corrections shall be included in any bid specifications containing the wage determination, or in any on-going contract containing the wage determination in question, retroactively to the start of construction.

(e) Written notification by the Department of Labor prior to the award of a contract (or the start of construction under the National Housing Act, under section 8 of the U.S. Housing Act of 1937, or where there is no contract award) that: (1) There is included in the bidding documents or solicitation the wrong wage determination or the wrong schedule or that (2) a wage determination is withdrawn by the Department of Labor as a result of a decision by the Administrative Review Board, shall be effective immediately without regard to paragraph (c) of this section.

(f) The Administrator may issue a wage determination after contract award or after the beginning of construction if the agency has failed to incorporate a wage determination in a contract required to contain prevailing wage rates determined in accordance with the Davis Bacon Act, or has used a wage determination which by its terms or the provisions of this part clearly does not apply to the contract. Further, the Administrator may issue a wage determination which shall be applicable to a contract after contract award or after the beginning of construction when it is found that the wrong wage determination has been incorporated in the contract because of an inaccurate description of the project or its location in the agency's request for the wage

determination. Under any of the above circumstances, the agency shall either terminate and resolicit the contract with the valid wage determination, or incorporate the valid wage determination retroactive to the beginning of construction through supplemental agreement or through change order. Provided That the contractor is compensated for any increases in wages resulting from such change. The method of incorporation of the valid wage determination, and adjustment in contract price, where appropriate, should be in accordance with applicable procurement law.

(g) If Federal funding or assistance under a statute requiring payment of wages determined in accordance with the Davis-Bacon Act is not approved prior to contract award (or the beginning of construction where there is no contract award), the agency shall request a wage determination prior to approval of such funds. Such a wage determination shall be issued based upon the wages and fringe benefits found to be prevailing on the date of award or the beginning of construction (under the National Housing Act, under section 8 of the U.S. Housing Act of 1937 or where there is no contract award), as appropriate, and shall be incorporated in the contract specifications retroactively to that date, Provided, That upon the request of the head of the agency in individual cases the Administrator may issue such a wage determination to be effective on the date of approval of Federal funds or assistance whenever the Administrator finds that it is necessary and proper in the public interest to prevent injustice or undue hardship, Provided further That the Administrator finds no evidence of intent to apply for Federal funding or assistance prior to contract award or the start of construction, as appropriate. [48 FR 19533, Apr. 29, 1983, as amended at 50 FR 49823, Dec. 4, 1985]

WAGE DETERMINATION(S) ASSIGNED TO THIS PROJECT:

(Insert Wage Determination(s))

APPENDIX I

FEDERAL LABOR STANDARDS PROVISIONS

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) @ due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or included during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140).

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or

its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration

of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 12215-0017).

9II) (a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Option Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1). U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of

apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. In the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will not longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of

Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(i) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.129a(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1011, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose ofinfluencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work House and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than

one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract of any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor for lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work House and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

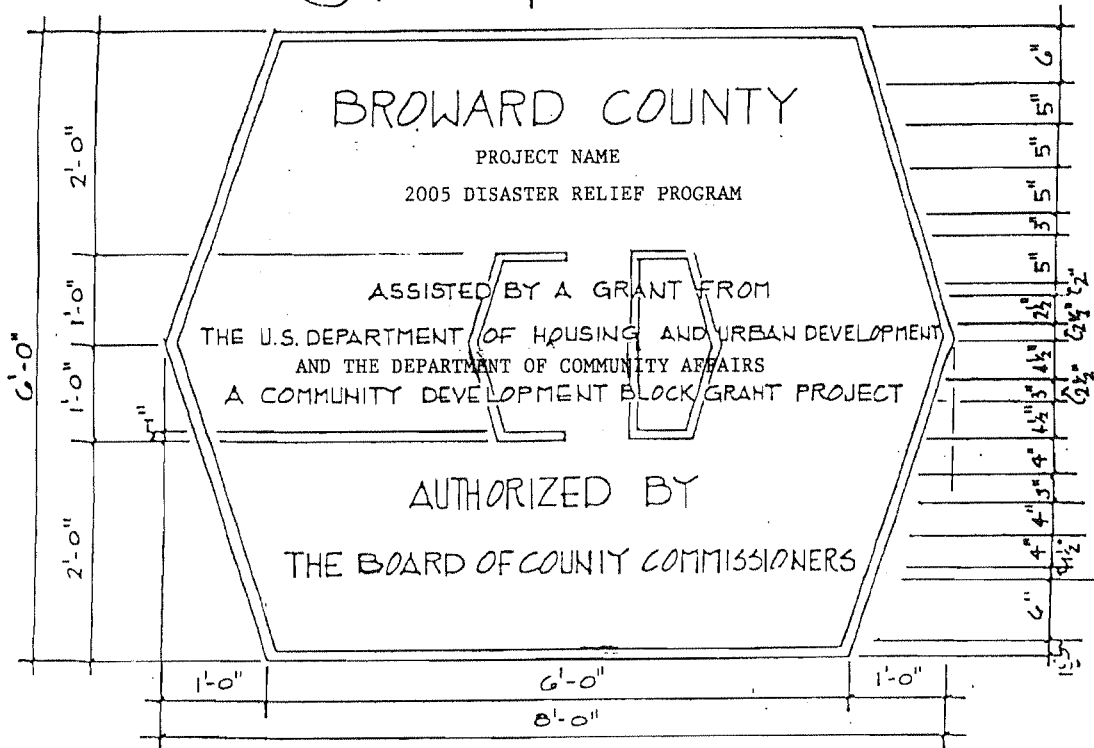
APPENDIX II

CERTIFIED PAYROLL AND STATEMENT OF COMPLIANCE

PROJECT SIGN:

Contractor shall furnish and erect a sign at the project site. The sign shall be made of 3/4 inch plywood, substantially in accordance with the drawings on next page. Sign shall be placed in a prominent location and maintained in good condition until completion of the project.

Sample



COMMUNITY DEVELOPMENT SIGN

SCALE: 3/4" = 1'-0"

COLORS: BACKGROUND-EGG SHELL (OFF-WHITE) BORDER AND "C" & "D" DARK GREEN LETTERING-NAVY IN

EXHIBIT "C"

TIME FRAMES FOR REPORTING REQUIREMENTS

The following reports must be completed and submitted to the COUNTY SUBGRANTEE in the time frame indicated. Failure to timely file these reports may result in a suspension of payments, as defined in Section 4.9 of this Agreement.

For DCA Forms:

1. The Quarterly Status Report (Attachment "E") must be submitted to the COUNTY SUBGRANTEE on April 1, July 1, October 1, and January 1.
2. The Contractual Obligation and MBE Report (Attachment "F") must be submitted to the COUNTY SUBGRANTEE on April 1, and October 1 annually.
3. The Administrative Closeout Package (Attachment "G") must be submitted to the COUNTY SUBGRANTEE no later than 30 days after the Agreement termination date.

For Broward COUNTY SUBGRANTEE Forms:

1. The Monthly Progress Report (Exhibit "D") must be submitted to the COUNTY SUBGRANTEE on the first day of each month to report on the previous month.
2. The COUNTY SUBGRANTEE'S document referred to as the H.U.D. Boiler Plate for Community Development Block Grant Projects, Capital Construction Projects, 2005 CDBG Disaster Recovery Initiative (Exhibit "B"), shall be required to be part of all MUNICIPAL SUBRECIPIENT bid documents and the forms identified therein must be completed as indicated.

EXHIBIT "D"

MONTHLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1 Project Cost

		Funds Expended to Date	Percentage
Total Project	\$	\$	%
CDBG Funding	\$	\$	%
Other Funding (specify source below) _____	\$	\$	%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

EXHIBIT "D"
(Cont.)

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: _____ %

B.6 Anticipated Changes in Staffing:

1. Office Hours: _____

2. Resignations: _____

3. Part-time or Full-time Employee(s):

C.1 Brief Project Description & Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):

C. 2. Describe specific work tasks & status completed this month:

Work Tasks	Status (i.e., underway, completed)

EXHIBIT "D"
(Cont.)

C.3. Describe success or problems encountered with the project:

C.4. Anticipated problems or concerns with project. Please identify technical assistance needed and/or requested from Housing and Community Development staff.

C.5. Anticipated advertisements and/or other contractual services. If so, has Housing and Community Development staff been advised and appropriate steps taken to assure compliance?

C.6. If applicable, please complete the following Direct Benefit Report Form on all program participants.

Page 3 of 5

EXHIBIT "D"
(C.6 – Cont.)

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of agreement.

Households	Persons	Low to Moderate Income	Low Income	White-Not Hispanic Origin	Black-Not Hispanic Origin	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Female Headed Household

EXHIBIT "D"
(Cont.)

D. Program Objectives

* Work Tasks	Projected Yearly Total / Performance	Monthly Progress	Progress Yr-To-Date	Supporting Documentation

* Please list Work Tasks as listed in the agreement's Attachment "B" (Project Work Plan).

EXHIBIT "E"
Municipal Subrecipients

MUNICIPAL SUBRECIPIENT'S REQUEST FOR PAYMENT

Community Development Block Grant Program
Disaster Recovery Initiative Funding
Contract Period _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended thru this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary & Fringes	(N/A)	(N/A)	(N/A)
Contractual			
Construction			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

Request for Payment continued

[illegible]

Total Request for Reimbursement \$ _____

8. Certification:

8. Certification: I certify that items 1 – 7 of this billing are correct and just and are based upon obligation(s) of record for the project; that the work and services are in accordance with the Broward County approved agreement including any amendments thereto; and that the progress of the work and services under the project agreement are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date _____